BELLSOUTH® / CLEC Agreement

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
IMAGE ACCESS, INC. d/b/a NEW PHONE

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Image Access, Inc. d/b/a New Phone, a Louisiana corporation and Image Access Communications, Inc. d/b/a New Phone, a Florida corporation (collectively herein, "New Phone"), and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or New Phone or both as a "Party" or "Parties ".

W I T N E S S E T H

WHEREAS, BellSouth is an incumbent local exchange telecommunications company ("ILEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, New Phone is or seeks to become a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, for New Phone to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and New Phone agree as follows:

1. **Purpose**

The resale, access and interconnection obligations contained herein enable New Phone to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that New Phone will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. Furthermore, the Parties agree that execution of this agreement will not preclude either party from advocating its positions before the Commission, the FCC or a court of competent jurisdiction.

2. **Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). Nothing in this Section 2.2 shall be deemed to limit the Parties' rights and obligations under Section 20 hereof during the term of this Agreement.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to New Phone pursuant to the terms, conditions and rates set forth in Bellsouth's then current Standard Interconnection Agreement. In the event that Bellsouth's Standard Interconnection Agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the date of its execution.

3. **Ordering Procedures**

3.1 To the extent not already provided, and as necessary to implement any section of this Agreement, New Phone shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered, provided however that nothing required in these guides shall override New Phone's rights or BellSouth's obligations under this Agreement.

3.3 New Phone shall pay charges for Operational Support Systems (OSS) as specifically set forth in Attachments 1, 2, 3, 5 and 7 of this agreement, as applicable.

4. **Parity**

When New Phone purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to New Phone shall be at least equal in quality to that which BellSouth provides to itself. The provisioning intervals for network elements shall be at least equal to, but no longer than, those that BellSouth provides to itself. BellSouth shall make available network elements to New Phone on the same terms and conditions as BellSouth provides to its affiliates, subsidiaries, end-users and any other carriers. The quality of the interconnection between the networks of BellSouth and the network of New Phone shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by New Phone.

5. **White Pages Listings**

BellSouth shall provide New Phone and its customers access to white pages directory listings under the following terms:

5.1 Listings. BellSouth or its agent will include New Phone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between New Phone and BellSouth subscribers.

5.2 Rates. BellSouth and New Phone will provide to each other subscriber primary listing information in the White Pages at no charge except for applicable service order charges as set forth in the applicable tariffs.

5.3 Procedures for Submitting New Phone Subscriber Information. BellSouth will provide to New Phone a magnetic tape or computer disk containing the proper format for submitting subscriber listings. New Phone will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.3.1 Notwithstanding any provision(s) to the contrary, New Phone agrees to provide to BellSouth, and BellSouth agrees to accept, New Phone's Subscriber Listing Information (SLI) relating to New Phone's customers in the geographic area(s) covered by this Interconnection Agreement. New Phone authorizes BellSouth to release all such New Phone SLI provided to BellSouth by New Phone to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such New Phone SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to New Phone for BellSouth's receipt of New Phone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of New Phone's SLI, or costs on an ongoing basis to administer the release of New Phone SLI, New Phone shall pay to BellSouth its proportionate share of the reasonable and nondiscriminatory costs associated therewith. At any time that costs may be incurred to administer the release of New Phone's SLI, New Phone will be timely notified by BellSouth prior to any costs being incurred. If New Phone does not wish to pay its proportionate share of the reasonable and nondiscriminatory costs New Phone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and New Phone may amend its interconnection agreement accordingly. Such amendment would become effective at such time that both Parties have signed.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by New Phone under this Agreement. New Phone shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate New Phone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to New Phone any complaints received by BellSouth relating to the accuracy or quality of New Phone's listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

5.4 Unlisted/Non-Published Subscribers. New Phone will be required to provide to BellSouth the names, addresses and telephone numbers of all New Phone customers that wish to be omitted from directories.

5.5 Inclusion of New Phone Customers in Directory Assistance Database. BellSouth will include and maintain New Phone subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and New Phone will adhere to appropriate procedures regarding lead time, timeliness, format and content of listing information as set forth in the BellSouth Local Interconnection and Facility Based Ordering Guide.

5.6 Listing Information Confidentiality. BellSouth will accord New Phone's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to New Phone's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to New Phone subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.

6. Bona Fide Request/New Business Request Process for Further Unbundling

Subject to 47 C.F.R. 51.317 and 47 C.F.R. 51.319 BellSouth shall, upon request of New Phone, provide to New Phone access to network elements not identified in this agreement at any technically feasible point for the provision of New Phone's telecommunications service. Any request by New Phone for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement.

7. Local Dialing Parity

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. New Phone End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, New Phone End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

8. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

8.1 To the extent technically feasible, BellSouth maintains call detail records for New Phone end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for New Phone end users for the same length of time it maintains such information for its own end users.

8.2 New Phone agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to New Phone end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 New Phone agrees that in cases where New Phone receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to New Phone end users, New Phone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.4 Where BellSouth is providing to New Phone telecommunications services for resale or providing to New Phone the local switching function, then New Phone agrees that in those cases where New Phone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to New Phone end users, if New Phone does not have the requested information, New Phone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.5 New Phone will provide New Phone end user and/or other customer information that is available to New Phone in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for New Phone end user and/or other customer information to New Phone for the purpose of providing this information to the law enforcement agency.

9. Liability and Indemnification

9.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible New Phone revenues.

9.2 New Phone Liability. In the event that New Phone consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of New Phone under this Agreement.

9.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor New Phone shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

9.4 Limitation of Liability.

9.4.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by New Phone, any New Phone Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by New Phone, any New Phone Customer or any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

9.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by New Phone pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, New Phone's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of New Phone, shall not be subject to such limitation of liability.

9.4.3 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum

extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

9.4.4 Neither BellSouth nor New Phone shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

9.4.5 Except in case of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

9.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

9.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE**.**

10. **Intellectual Property Rights and Indemnification**

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. New Phone is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

10.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

10.4.2 obtain a license sufficient to allow such use to continue.

10.4.3 In the event 10.4.1 or 10.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. Treatment of Proprietary and Confidential Information

11.1 Confidential Information. It may be necessary for BellSouth and New Phone to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and New Phone shall receive such Information and not disclose such Information. BellSouth and New Phone shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and New Phone with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and New Phone will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or New Phone to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or New Phone; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

12. **Assignments**

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

13. **Escalation Procedures**

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

14. **Expedite Procedures**

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

15. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission, the FCC or a court of law for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their obligations under the Agreement while any dispute resolution is pending.

16. **Taxes**

16.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

16.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

16.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

16.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

16.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

16.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

16.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

16.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

16.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

16.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

16.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

16.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

16.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

16.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

16.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, for any such taxes and fees regardless of whether any such taxes and/or fees are actually billed by the providing Party at the time that the respective service is billed. The Parties agree to use best efforts to bill taxes promptly.

16.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. Both Parties shall retain the right to contest the imposition of such taxes and fees.

However, the Party contesting the imposition of such taxes and fees shall bear the resulting expense.

16.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

16.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

16.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

16.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

16.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

17. Network Maintenance and Management

17.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

17.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

17.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

17.4 BellSouth agrees to provide New Phone prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to New Phone under the terms of this Agreement.

18. Changes In Subscriber Carrier Selection

18.1 Both Parties hereto shall apply all of the applicable principles set forth in 47 C.F.R. § 64.1100 and in 47 C.F.R. 64.1190 to the processes for End User selection of a primary Local Exchange Carrier and the imposition and lifting of a Preferred Carrier Freeze. The Parties shall comply with the processes and procedures of the FCC regulations regarding the imposition and lifting of Preferred Carrier Freezes, currently set forth at 47 C.F.R. Section 64.1190. BellSouth shall not require a disconnect order from a New Phone Customer or another LEC in order to process a New Phone order for Resale Service for a New Phone End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, New Phone shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by New Phone under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

18.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

19. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, 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, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

20. **Modification of Agreement**

20.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to New Phone at the same rates and terms and conditions any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252**.** The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

20.2 If New Phone changes its name or makes changes to its identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of New Phone to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

20.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

20.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

20.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of New Phone or BellSouth to perform any material terms of this Agreement, New Phone or BellSouth may, on fifteen (15) business days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) business days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 15. In the event that the Parties

reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amendment retroactive to the effective date of such Order consistent with this section, unless otherwise stated in the relevant Order.

21. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

22. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Georgia.

23. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

24. **Notices**

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Image Access, Inc. d/b/a New Phone

Gene Dry
3525 North Causeway Blvd., Suite 501
Metairie, LA 70002
Phone: 504-834-9363
Fax: 504-833-9419

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

24.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

24.3 BellSouth shall provide New Phone notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

25. Relationship of Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate form this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

26. Third Party Beneficiaries

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

27. Cooperation on Preventing End User Fraud

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

28. **Good Faith Performance**

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

29. **Independent Contractors**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

30. **Subcontracting**

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

31. **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable.

The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 15.

32. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

33. **Customer Inquiries**

33.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

33.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 24.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

34 **Compliance with Applicable Law**

34.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

34.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

35. **Labor Relations**

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

36. **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

37. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

38. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

40. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

41. **Additional Fair Competition Requirements**

41.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

41.2 BellSouth shall allow local exchange customers of New Phone to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for New Phone local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby New Phone shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. New Phone agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.

41.3 BellSouth shall not use information derived from providing services or facilities to New Phone to create a lead or other information base for a "winback" sales program. At no time shall BellSouth's wholesale divisions share with its retail divisions information obtained from NewPhone as a result of providing services to New Phone under this Agreement, such as service orders, local service requests, requests for customer service records and other service order information. BellSouth will comply with any applicable regulations established by the FCC and state commissions as they relate to "winback" sales.

42. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, New Phone shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by New Phone.

43. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by New Phone. New Phone shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	**Image Access, Inc. d/b/a New Phone**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of the states in BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary Function is defined as the delivery of traffic from New Phone, a CLEC other than New Phone or another telecommunications carrier through the network of BellSouth or New Phone to an end user of New Phone, a CLEC other than New Phone or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is as defined in Attachment 3.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. BellSouth will provide packet switching capability only to the extent required pursuant to FCC rules. BellSouth will make Operator Call Processing and Directory Assistance Services available at the rates set forth in Exhibit C of Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged

among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between New Phone designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

Attachment 1

Resale

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RESALE

1. **Discount Rates**

The rates pursuant by which New Phone is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit F, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. **Definition of Terms**

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth’s franchised area to provide local exchange service within BellSouth's franchised area

2.7 RESALE means an activity wherein a certificated CLEC, such as New Phone subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as New Phone, may offer resold local exchange telecommunications service.

3. **General Provisions**

3.1 New Phone may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit F to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement. The Parties do not however waive their rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit F or the exclusions and limitations contained in Exhibit A. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms

consistent with the outcome of the appeal. New Phone may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 New Phone must resell services to other end users.

3.1.2 New Phone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.1.3 New Phone cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to New Phone does not constitute a joint undertaking for the furnishing of any service.

3.3 New Phone will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from New Phone for all services.

3.4 New Phone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.6 BellSouth maintains the right to serve directly any end user within the service area of New Phone. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish, consistent with the provisions of Section 41.3 of the General Terms and Conditions, independent relationships with end users of New Phone.

3.7 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.7.1 When an End User of New Phone or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.7.2 BellSouth and New Phone will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or New Phone to the other Party until such time that the order for service has been completed.

3.8 Current telephone numbers are assigned to the service furnished and may normally be retained by the end user. Neither Party has property rights to the telephone number or any other call number designation associated with services furnished by BellSouth. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both in a non-discriminatory manner and at parity.

3.9 Where BellSouth provides local switching or resold services to New Phone, BellSouth will provide New Phone with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Such access to numbers shall be in accordance with the appropriate FCC rules and regulations. There may be instances

where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, New Phone shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.9.1 BellSouth will allow New Phone to designate up to 100 intermediate telephone numbers per CLLIC, for New Phone's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. New Phone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.12 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by New Phone or its end users as part of providing service to New Phone for purposes of resale or otherwise.

3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

3.14.2 Cause damage to BellSouth's plant;

3.14.3 Impair the privacy of any communications; or

3.14.4 Create hazards to any BellSouth employees or the public.

3.15 Facilities and/or equipment utilized by BellSouth to provide service to New Phone remain the property of BellSouth.

3.16 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.17 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that New Phone and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.17.1 Operational Support Systems (OSS)

3.17.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to New Phone that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. BellSouth has developed and made available the following mechanized systems by which New Phone may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.

3.17.3 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit F to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit F to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.17.4 Denial/Restoral OSS Charge. In the event New Phone provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.17.5 Cancellation OSS Charge. New Phone will incur an OSS charge for an accepted LSR that is later canceled. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.17.6 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered, from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit F of this Agreement. Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount. BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

In the event New Phone acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to New Phone that Special Assembly at the wholesale discount at New Phone's option. New Phone shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

BellSouth shall provide 911/E911 for New Phone End Users in the same manner that it is provided to BellSouth End Users. BellSouth shall provide and validate New Phone End User information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the New Phone customer service information in

the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.19 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

3.20 BellSouth shall notify New Phone in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.

3.21 New Resale Services; Changes in Provision of Resale Services.

BellSouth shall use best efforts to provide New Phone forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies New Phone of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify New Phone of such revisions consistent with its internal notification process; provided that, New Phone shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish New Phone with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, New Phone shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. BellSouth's Provision of Services to New Phone

4.1 New Phone agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by New Phone to establish authenticity of use. Consistent with Section 4.2 below, such audit shall not occur more than once in a calendar year. New Phone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by New Phone for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services.

4.3 New Phone may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

4.5 Volume and Term. Notwithstanding anything in this Agreement to the contrary, BellSouth shall provide to New Phone a volume discount arrangement for those BellSouth residential services specified in this Section. Such volume discount arrangement shall be contingent upon and governed by the following terms and conditions:

4.5.1 New Phone and any assignees pursuant to Section 11 of the General Terms and Conditions shall maintain throughout the term of this Agreement at least 35,000 resold residential telecommunications lines from BellSouth.

4.5.2 In this Section, New Phone will utilize electronic ordering via one of the mechanized interfaces BellSouth has developed and made available to CLECs for all residential telecommunications services subject to such volume discount described in this Section and ordered by New Phone from BellSouth subsequent to the date hereof.

4.5.3 Except as other wise expressly provided herein, the discount payable pursuant to this Section shall not be deemed to decrease, alter or otherwise affect any other charges payable by New Phone to BellSouth pursuant to this Agreement for the ordering, provisioning or maintenance of the services referenced herein, including but not limited to taxes, service charges and operational support system charges applicable to any such services or orders.

4.5.4 The Parties acknowledge that due to the functionality of BellSouth's billing systems, BellSouth is or may be unable to reflect applicable discounts on New Phone's initial bill for services described herein. All credits issued pursuant to this section shall be in arrears such that the applicable discount for a given billing cycle will be reflected on a subsequent bill. BellSouth, in its sole discretion, may apply BellSouth tariff rates less the applicable resale discount on initial monthly billing of any service to be discounted pursuant hereto, and New Phone shall pay such bills in full. Subject to New Phone maintaining the required volume of service and utilizing a BellSouth electronic ordering interface to order such services, BellSouth thereafter will apply credits, either the following month or on a quarterly basis, at BellSouth's sole discretion, to New Phone's bills in the amounts described herein to provide the discounts due to New Phone under this Section.

4.5.5 For each BellSouth bill period wherein New Phone maintains a minimum of 35,000 residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to 100% of both the non-recurring and the recurring charges for Customized Code Restriction ("CCR") for each CCR feature purchased by New Phone on a residential telecommunications line at the time that the order shall be submitted via a BellSouth electronic ordering interface. In addition, for each bill period wherein New Phone maintains a minimum 35,000 residential telecommunications lines from BellSouth for the entire bill period, BellSouth will also offer a credit, equal to 100% of the monthly recurring charges for each CCR feature previously ordered by New Phone and in effect on New Phone's residential telecommunications lines for its imbedded customer base. Notwithstanding the foregoing, the credits described in this Section 4.5.5 shall be applicable only to residential telecommunications lines for which New Phone requires the end user to prepay for local exchange service. If at any time during the term of this Agreement New Phone purchases lines for resale on other than a prepaid basis, New Phone shall report to BellSouth those residential telecommunications lines that are and

are not to be resold on a prepaid basis. BellSouth shall have the right to audit New Phone's billing records no more frequently than four (4) times per year during the term of this Agreement to determine the number of lines for which New Phone requires its end users to prepay for service, the number of CCR features ordered for those lines, the proper application of the discount described above, and any other relevant information related solely to determining the amount of discounts applicable to New Phone hereunder. BellSouth shall use such information solely in connection with determining volume discounts pursuant to this Section and will maintain the confidentiality of all such information. New Phone shall make such records and data available to BellSouth or its designated auditors on a reasonable basis. BellSouth shall bear the cost of any such audit unless such audit reveals that New Phone has misreported by more than five percent (5%) the number of residential telecommunications lines for which New Phone requires prepayment by the end user, in which case New Phone shall bear the cost of such audit.

4.5.6 For each BellSouth bill period wherein New Phone maintains a minimum of 40, 000 resold residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of ten percent (10%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth will offer a credit equal to three percent (3%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.6.1 In addition, if New Phone maintains a minimum of 40,000 resold residential telecommunications lines and 60,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of three percent (3%) of the monthly recurring charges during such month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lies for which the services listed in Exhibit E, Section 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in calculating the minimum 60,000 vertical features are those listed on Exhibit E, Section 1 hereto.

4.5.7 For each BellSouth bill period wherein New Phone maintains a minimum of 50,000 residential telecommunications lines form BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of twenty percent (20%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth offer a credit equal to five percent (5%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.7.1 In addition, if New Phone maintains a minimum of 50,000 resold residential telecommunications lines and 75,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of five percent (5%) of the monthly recurring charges during each month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lines for which he services listed in Exhibit E, Section 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in

calculating the minimum 75,000 vertical features are those listed on Exhibit E, Section 1 hereto.

4.5.8 For each Bellsouth bill period wherein New Phone maintains a minimum of 70,000 resold residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of twenty-five percent (25%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth will offer a credit, equal to seven percent (7%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.9 In addition, if New Phone maintains a minimum of 70,000 resold residential telecommunications lines and 105,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of seven percent (7%) of the monthly recurring charges during such month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lines for which the services listed in Exhibit E, Sections 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in calculating the minimum 105,000 vertical features are those listed on Exhibit E, Section 1 hereto.

4.5.10 Notwithstanding the terms of payment for Operational Support System ("OSS") charges set forth in Exhibit A hereto, commencing with the effective date of this Agreement, for each BellSouth monthly bill period wherein New Phone maintains a minimum of 35,000 residential telecommunications lines from BellSouth for the entire monthly billing period, BellSouth will offer tiered OSS rates based on monthly bill period electronic Local Service Request (LSR) volume levels as follows.

Volume Level Per Monthly Bill Period		**OSS Rate**
Tier 1	From 1 to 10,000 LSRs	$3.50
Tier 2	From 10,001 to 15,000 LSRs	$3.00
Tier 3	15,001 LSRs and greater	$2.50

At the conclusion of a particular monthly bill period, the OSS Rate will revert to the Tier 1 rate of $3.50.

All credits issued in this section shall be in arrears such that the applicable credits for a given billing cycle will be reflected on New Phone's bill on a quarterly basis and shall be in accordance with the terms described in Section 4.5.4.

4.5.11 At any time during the term of this Agreement, should New Phone fail to maintain the minimum 35,000 residential telecommunications lines required herein, fail to utilize a BellSouth electronic ordering interface for ordering services subject to this volume discount arrangement, or otherwise choose not to operate under the terms and conditions of this Section, New Phone will be assessed a termination charge equal to the year-to-date accumulated credits received times a termination factor. The termination factor will vary by year:

Contract Year	**Termination Factor**

Year 1	100%
Year 2	50%
Year 3	0%

4.5.12 Upon expiration of this Agreement in accordance with the terms of Section 2 of the General Terms and Conditions of this Agreement, the discounts offered pursuant to this Section shall cease to apply, regardless of whether BellSouth continues to offer services to New Phone pursuant to the terms of this Agreement after expiration and while a new agreement is being negotiated.

4.5.13 The Parties agree that the terms of this Section 4.5 have been negotiated as a whole, each provision being interdependent with the others.

4.6 If New Phone cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

5. Maintenance of Services

5.1 New Phone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Any conflict between the terms of the Operational Understanding Agreement and this Agreement shall be resolved in favor of this Agreement. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 New Phone or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.3 New Phone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4 New Phone will be BellSouth's single point of contact for all repair calls on behalf of New Phone's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.5 New Phone will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, New Phone accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill New Phone for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.8 BellSouth reserves the right to contact New Phone's end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, New Phone will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for New Phone's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from New Phone that a current end user of BellSouth will subscribe to New Phone's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for New Phone's end user customer. New Phone must, however, be able to demonstrate end user authorization upon request.

6.5 New Phone will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from New Phone to BellSouth or will accept a request from another CLEC for conversion of the end user's service from New Phone to the other LEC. BellSouth will notify New Phone within 5 business days of the conversion that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to New Phone has occurred, BellSouth, upon customer request, will reestablish service with the appropriate local service provider and will assess New Phone as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to New Phone. These charges will be adjusted to reflect a full credit if New Phone provides satisfactory proof of authorization. BellSouth will notify New Phone within five (5) business days that such a request has been processed.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a reasonable and nondiscriminatory form of security deposit unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves New Phone from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that New Phone defaults on its account, service to New Phone will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

6.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

6.9 BellSouth shall provide New Phone notification of disconnects, updated and delivered once daily, via an electronic process known as OUTPLOC.

7. **Payment And Billing Arrangements**

7.1 To the extent New Phone has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for New Phone. New Phone is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. BellSouth shall bill New Phone on a current basis all applicable charges and credits.

7.2 Payment of all charges will be the responsibility of New Phone. New Phone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by New Phone from New Phone's end user. BellSouth will not become involved in billing disputes that may arise between New Phone and its end user, except as provided herein. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.3 BellSouth will render bills each month on established bill days for each of New Phone's accounts

7.4 BellSouth will bill New Phone in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill New Phone, and New Phone will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees

7.5 The payment will be due by the next bill date**,** (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.1 If New Phone requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to New Phone.

7.7 Billing Disputes

7.7.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.7.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

7.7.3 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

7.7.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.

7.7.5 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.8 Upon proof of tax exempt certification from New Phone, the total amount billed to New Phone will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. New Phone will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to New Phone's end user.

7.9 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

7.10 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to New Phone.

7.11 BellSouth will not perform billing and collection services for New Phone as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill New Phone end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.13 In general, BellSouth will not become involved in disputes between New Phone and New Phone's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, New Phone shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with New Phone to resolve the matter in as timely a manner as possible. New Phone may be required to submit documentation to substantiate the claim.

8. **Discontinuance of Service**

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 Where possible, BellSouth will deny service to New Phone's End User on behalf of, and at the request of, New Phone. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of New Phone.

8.1.2 At the request of New Phone, BellSouth will disconnect a New Phone End User customer.

8.1.3 All requests by New Phone for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 New Phone will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise New Phone when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by New Phone and/or the End User against any claim, loss or damage arising from providing this information to New Phone. It is the responsibility of New Phone to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in BellSouth’s disconnecting the End User’s service.

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User’s CLEC at the same address served by the denied facility.

8.1.7 At the request of either Party, the other Party shall disconnect facilities at an abandoned station. The criteria for determining an abandoned station must be met. This will not be the same customer at the same location.

8.2 The procedures for discontinuing service to New Phone are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service. BellSouth will provide notice and an opportunity to cure, not to exceed five business days, in the event of

prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by New Phone of the rules and regulations of BellSouth's Tariffs

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to New Phone that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to the person designated by New Phone to receive notices of noncompliance, and discontinue the provision of existing services to New Phone at any time thereafter.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and New Phone's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to New Phone without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, New Phone's services will be discontinued. Upon discontinuance of service on a New Phone's account, service to New Phone's end users will be denied. BellSouth will also reestablish service at the request of the end user or New Phone upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. New Phone is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Resale of Customer Specific Arrangements

9.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. New Phone may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where New Phone resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to New Phone provided that New Phone assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

10. Line Information Database (LIDB)

10.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

10.2 BellSouth will provide LIDB Storage upon written request to New Phone Account Manager stating requested activation date.

11. RAO Hosting

11.1 The RAO Hosting Agreement is included in this Attachment as Exhibit C. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

12. **Optional Daily Usage File (ODUF)**

12.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

12.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

13. **Enhanced Optional Daily Usage File (EODUF)**

13.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

13.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

14. **Branding For Resellers**

14.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for New Phone to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

14.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

14.3 Where available, New Phone specific and unique line class codes are programmed in each BellSouth end office switch where New Phone intends to serve end users with customized OS/DA branding. The line class codes specifically identify New Phone's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and New Phone intends to provide New Phone -branded OS/DA to its end users in these multiple rate areas.

14.4 BellSouth Branding is the Default Service Level.

14.5 SCR-LCC supporting Custom Branding and Self Branding require New Phone to order dedicated trunking from each BellSouth end office identified by New Phone, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the New Phone Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

14.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by New Phone to the BellSouth TOPS. These calls are routed to "No Announcement."

14.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

14.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, New Phone shall not be required to purchase dedicated trunking.

14.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, New Phone must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, New Phone must submit a manual order form which requires, among other things, New Phone's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. New Phone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon New Phone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all New Phone end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

14.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill New Phone applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, New Phone shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where New Phone is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

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EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
13	Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
9	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
10	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
11	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
12	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
13	Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
14	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, **promotions** will be made available only to end users who would have qualified for The promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

EXHIBIT A
Page 2 of 2

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Section A3 and A4 of the BellSouth General Subscriber Services Tariff.
5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXHIBIT B

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate**.** Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST will suspend or restore individual LIDB accounts of New Phone customers as instructed by New Phone. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

EXHIBIT B

understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 26, 2000, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

EXHIBIT B

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage

EXHIBIT B

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and

EXHIBIT B

the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated June 26, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the 26th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered

EXHIBIT B

invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening – refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information – information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or

EXHIBIT B

special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

EXHIBIT C

CMDS/RAO Hosting

1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to New Phone by BellSouth will be in accordance with the methods and practices conforming to accepted industry standards during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and agreed to by New Phone.

2. To the extent not already provided, New Phone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to New Phone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement

4 New Phone must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from New Phone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of New Phone and will coordinate all associated conversion activities.

5 BellSouth will receive messages from New Phone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from New Phone.

7 All data received from New Phone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8 All data received from New Phone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9 BellSouth will receive messages from the CMDS network that are destined to be processed by New Phone and will forward them to New Phone on a daily basis.

10 Transmission of message data between BellSouth and New Phone will be via CONNECT:Direct.

11 All messages and related data exchanged between BellSouth and New Phone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12 New Phone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

EXHIBIT C

13 Should it become necessary for New Phone to send data to BellSouth more than sixty (60) days past the message date(s), New Phone will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and New Phone to notify all affected Parties.

14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or New Phone) identified and agreed to, the company responsible for creating the data (BellSouth or New Phone) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15 Should an error be detected by the EMI format edits performed by BellSouth on data received from New Phone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify New Phone of the error condition. New Phone will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, New Phone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16 In association with message distribution service, BellSouth will provide New Phone with associated intercompany settlements reports (CATS and NICS) as appropriate.

17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18 <u>RAO Compensation</u>

18.1 Rates for message distribution service provided by BellSouth for New Phone are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on the New Phone end for the purpose of data transmission will be the responsibility of New Phone.

19 <u>Intercompany Settlements Messages</u>

EXHIBIT C

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by New Phone as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between New Phone and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by New Phone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by New Phone, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by New Phone, involves a company other than New Phone, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once New Phone is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

19.6 BellSouth will collect the revenue earned by New Phone from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on New Phone. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by New Phone within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and New Phone agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

EXHIBIT D

Optional Daily Usage File (ODUF)

1 Upon written request from New Phone, BellSouth will provide the Optional Daily Usage File (ODUF) service to New Phone pursuant to the terms and conditions currently in place between BellSouth and New Phone.

2 New Phone shall furnish, to the extent not already furnished, the following information required by BellSouth for the provision of the Optional Daily Usage File:

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a New Phone customer.

Charges for delivery of the Optional Daily Usage File will appear on the New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the New Phone will be the responsibility of the New Phone. If, however, the New Phone should encounter significant volumes of errored messages that prevent processing by the New Phone within its systems, BellSouth will work with the New Phone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone:

-message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

-measured billable Local

-Directory Assistance messages

-intraLATA Toll

-WATS & 8XX Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

-9XX Service

EXHIBIT D

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

6.1.4 In the event that New Phone detects a duplicate on Optional Daily Usage File they receive from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to New Phone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 New Phone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. New Phone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to New Phone by BellSouth.

EXHIBIT D

6.5 Control Data

New Phone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate New Phone received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by New Phone for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from New Phone, BellSouth shall send test files to New Phone for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that New Phone set up a production (LIVE) file. The live test may consist of New Phone's employees making test calls for the types of services New Phone requests on the Optional Daily Usage File. These test calls are logged by New Phone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent. New Phone shall not be required to repeat testing completed during the deployment of its facilities and electronic interfaces.

EXHIBIT E

Enhanced Optional Daily Usage File (EODUF)

1 Upon written request from New Phone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to New Phone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 To the extent not already provided, New Phone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of New Phone will be the responsibility of New Phone. If, however, New Phone should encounter significant volumes of errored messages that prevent processing by New Phone within its systems, BellSouth will work with New Phone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

6.1.3 In the event that New Phone detects a duplicate on Enhanced Optional Daily Usage File that it receives from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

EXHIBIT E

6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Southern Light over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Southern Light's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Southern Light for the purpose of data transmission. Where a dedicated line is required, Southern Light will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Southern Light will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Southern Light. Additionally, all message toll charges associated with the use of the dial circuit by Southern Light will be the responsibility of Southern Light. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Southern Light end for the purpose of data transmission will be the responsibility of Southern Light.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Southern Light which BellSouth RAO that is sending the message. BellSouth and Southern Light will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Southern Light and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES

		ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS										
RESIDENCE		16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS		16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*						9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES										
ELEMENT	USOC									
Electronic LSR	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
Manual LSR	SOMAN	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of New Phone, and to the extent technically feasible, provide to New Phone access to its network elements for the provision of New Phone's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 New Phone may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner New Phone chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by New Phone for combining to the designated New Phone collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by New Phone. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL1 or SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport

- SL1 or SL2 Loop and LNP

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 New Phone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service, provided however that nothing required in this Work Center Operational Understanding Agreement shall override New Phone's rights or BellSouth's obligations under this Agreement.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

Order Coordination and Order Coordination-Time Specific

2.2.3 "Order Coordination" (OC) allows BellSouth and New Phone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to New Phone's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.2.4 "Order Coordination – Time Specific" (OC-TS) allows New Phone to order a specific time for OC to take place. BellSouth will make every effort to accommodate New Phone's specific conversion time request. However, BellSouth reserves the right to negotiate with New Phone a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. New Phone may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If New Phone specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	CHARGE FOR DISPATCH AND TESTING IF NO TROUBLE FOUND
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, New Phone must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2.5 Testing

2.2.5.1 BellSouth will perform the appropriate pre-service tests to ensure New Phone dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion. For non-designed services, dial tone is verified in time frames consistent with the same time frames that BellSouth uses to activate POTS services for it's own end users. In any event, BellSouth will advise New Phone whenever connectivity cannot be verified with New Phone and will work cooperatively with New Phone to correct the problem. BellSouth will advise New Phone at completion of the conversion or turn up of new services in order for New Phone to accept or reject the services being provisioned. BellSouth will work cooperatively with New Phone to ensure end user service outage is minimal.

2.2.5.2 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by New Phone to the NID. Testing requested by New Phone to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges it's own end users. Requests for field-testing where a dispatch is not required may be made by New Phone and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in the previous paragraph.

BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop tag will include the CLEC's name and the circuit ID number. Otherwise, the loop will be tagged by BellSouth during the next scheduled maintenance or repair visit to the customer's location for that loop; or the loop may be tagged by the CLEC during their dispatch to that customer's location.

2.2.5.3 Cut-over intervals for ILNP, ILNP with loop and LNP with loop will be at parity with the intervals experienced by BellSouth end users, BellSouth itself or any other New Phone as indicated in the results of the Service Quality Measurements published by BellSouth. In any event, BellSouth will use best efforts to convert each loop within fifteen (15) minutes.

2.2.5.4 BellSouth and New Phone will jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement.

2.2.6 Where facilities are available, BellSouth will install unbundled loops at the same intervals that it does for itself, its end-users, and other CLECs at parity as

described above. Where BellSouth does not provide intervals based on the above, BellSouth will be subject to the terms and conditions of the performance measures in accordance with Attachment 9. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by New Phone, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. BellSouth will bill expedite charges the same as BellSouth bills its wholesale customers and other CLECs. If New Phone cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

2.2.7 If New Phone modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, reasonable costs incurred by BellSouth to accommodate the modification will be reimbursed by New Phone. Upon request BellSouth will provide New Phone an invoice detailing such charges.

2.2.8 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.8.1 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by New Phone. New Phone may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users

2.2.8.2 SL2 loops have test points, will be designed with a Design Layout Record provided to New Phone, and will be provided with Order Coordination. The OC feature will allow New Phone to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at the mutually agreed upon time during normal working hours.

2.2.9 Unbundled Digital Loops

2.2.9.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and

will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.2.9.2 BellSouth shall make available the following UDLs:

2.2.9.2.1 2-wire Unbundled ISDN Digital Loop

2.2.9.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.2.9.2.3 2-wire Unbundled ADSL Compatible Loop

2.2.9.2.4 2-wire Unbundled HDSL Compatible Loop

2.2.9.2.5 4-wire Unbundled HDSL Compatible Loop

2.2.9.2.6 4-wire Unbundled DS1 Digital Loop

2.2.9.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.2.9.2.8 DS3 Loop

2.2.9.2.9 STS-1 Loop

2.2.9.2.10 OC3 Loop

2.2.9.2.11 OC12 Loop

2.2.9.2 12 OC48 Loop

2.2.9.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. New Phone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.2.9.4 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.2.9.5 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the

Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.2.9.6 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.7 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.8 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.9 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.10 DS3 Loop**.** DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.2.9.11 STS-1 Loop**.** STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels.

The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.2.9.12 OC3 Loop/OC12 Loop/OC48 Loop**.** OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.2.9.13 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.2.10 Unbundled Copper Loops (UCL)

2.2.10.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.2.10.2 Unbundled Copper Loop – Designed (UCL-D)

2.2.10.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.2.10.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.2.10.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.2.10.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by New Phone.

2.2.10.2.5 These loops are not intended to support any particular services and may be utilized by New Phone to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.2.10.2.6 BellSouth will make available the following UCL-Ds:

2.2.10.2.6.1 2-Wire UCL-D/short

2.2.10.2.6.2 2-Wire UCL-D/long

2.2.10.2.6.3 4-Wire UCL-D/short

2.2.10.2.6.4 4-Wire UCL-D/long

2.2.10.2.7 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.2.10.2.7.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.2.10.2.7.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, New Phone can request Loop Make Up for which additional charges would apply.

2.2.10.2.7.3 At an additional charge, BellSouth also will make available Loop Testing so that New Phone may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.2.10.2.7.4 UCL-ND loops are not intended to support any particular service and may be utilized by New Phone to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.2.10.2.7.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.2.11 The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis New Phone will be responsible for testing and isolating troubles on the loops. Once New Phone has isolated a trouble to the BellSouth provided loop, New Phone will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.12 If New Phone reports a trouble on loops and no trouble actually exists, BellSouth will charge New Phone for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if trouble is actually in those facilities but not discovered at the time.

2.3 Technical Requirements

2.3.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: Voice Grade (designed and non-designed), basic rate ISDN (even if the loop uses digital loop carrier), ADSL, HDSL (2 and 4 wire), DS1, digital data (up to 64 kbps), primary rate ISDN, and copper loops that are capable of supporting xDSL services. If a requested loop type is not available, New Phone can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet New Phone's request.

2.3.1.1 These loop types may also support other telecommunications services that the CLEC may offer, including, but not limited to, Centrex, PBX (analog and data), and N x 64 kbps.

The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by New Phone will be consistent with industry standards and BellSouth TR73600.

2.3.1.2 New Phone may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered provided, however BellSouth will condition the loops consistent with New Phone's request. For example, if New Phone orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by New Phone using the Special Construction process), BellSouth will only support that the loop has electrical continuity and balanced tip-and-ring.

2.3.1.3 In those cases where New Phone has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a specific loop (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified loop will be ordered and maintained as a Unbundled Cooper Loop.

2.3.2 The loop shall be provided to New Phone in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.3.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.3.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.4 <u>Loop Makeup (LMU)</u>

2.4.1 Description of Service

2.4.1.1 BellSouth shall make available to New Phone (LMU) information so that New Phone can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment New Phone intends to install and the services New Phone wishes to provide. This section addresses LMU as a preordering transaction, distinct from New Phone ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are

likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.4.1.2 BellSouth will provide New Phone LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.4.1.3 BellSouth's LMU information is provided to New Phone as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.4.1.4 New Phone may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by New Phone and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee New Phone's ability to provide advanced data services over the ordered loop type. Further, if New Phone orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. New Phone is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.4.2 Submitting Loop Makeup Service Inquiries

2.4.2.1 New Phone may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if New Phone needs further loop information in order to determine loop service capability, New Phone may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.4.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not

subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.4.2.3 Loop Reservations

2.4.2.3.1 For a Mechanized LMUSI, New Phone may reserve up to ten Loop facilities. For a Manual LMUSI, New Phone may reserve up to three Loop facilities.

2.4.2.3.2 New Phone may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to New Phone. During and prior to New Phone placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If New Phone does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.4.2.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.4.2.3.4 Ordering of Other UNE Services

2.4.2.3.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. New Phone will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, New Phone does not reserve facilities upon an initial LMUSI, New Phone's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.4.2.3.4.2 Where New Phone has reserved multiple Loop facilities on a single reservation, New Phone may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to New Phone, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by New Phone. If the ordered Loop type is not available, New Phone may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

2.4.3 <u>High Frequency Spectrum Network Element</u>

2.4.3.1 General

2.4.3.1.1 BellSouth shall provide New Phone access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

2.4.3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow New Phone the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. New Phone shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

2.4.3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

2.4.3.1.4 BellSouth will provide Loop Modification to New Phone on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If New Phone requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, New Phone shall pay for the Loop to be restored to its original state.

2.4.4 Provisioning of High Frequency Spectrum and Splitter Space

2.4.4.1 BellSouth will provide New Phone with access to the High Frequency Spectrum as follows:

2.4.4.2 To order High Frequency Spectrum on a particular Loop, New Phone must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

2.4.4.3 New Phone may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of New Phone's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

2.4.4.4 Once a splitter is installed on behalf of New Phone in a central office in which New Phone is located, New Phone shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and New Phone shall pay the electronic or manual ordering charges as applicable when New Phone orders High Frequency Spectrum for end-user service.

2.4.4.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide New Phone access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to New Phone's xDSL equipment in New Phone's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide New Phone with a carrier notification letter, informing New Phone of change. New Phone shall purchase ports on the splitter in increments of 8 or 24 ports.

2.4.4.6 BellSouth will install the splitter in (i) a common area close to New Phone's collocation area, if possible; or (ii) in a BellSouth relay rack as close to New Phone's DS0 termination point as possible. New Phone shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for New Phone on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified New Phone DS0 at such time that a New Phone end user's service is established.

2.4.4.7 New Phone may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. New Phone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.

2.4.4.8 Any splitters installed by New Phone in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. New Phone may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

2.4.4.9 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and New Phone desires to continue providing xDSL service on such Loop, New Phone shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give New Phone notice in a reasonable time prior to disconnect, which notice shall give New Phone an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and New Phone purchases the full stand-alone Loop, New Phone may elect the type of loop it will purchase. New Phone will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event New Phone purchases a voice grade Loop, New Phone acknowledges that such Loop may not remain xDSL compatible.

2.4.4.10 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

2.4.5 Ordering

2.4.5.1 New Phone shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

2.4.5.2 BellSouth will provide New Phone the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

2.4.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

2.4.5.4 BellSouth will provide New Phone access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and New Phone shall pay the rates for such services, as described in Exhibit B.

2.4.5.5 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for New Phone's data.

2.4.6 Maintenance and Repair

2.4.6.1 New Phone shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If New Phone is using a

BellSouth owned splitter, New Phone may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If New Phone provides its own splitter, it may test from the collocation space or the Termination Point.

2.4.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. New Phone will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.4.6.3 New Phone shall inform its end users to direct data problems to New Phone, unless both voice and data services are impaired, in which event the end users should call BellSouth.

2.4.6.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

2.4.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to New Phone, BellSouth will notify New Phone. New Phone will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, New Phone will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue New Phone's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

2.4.7 <u>Line Splitting.</u>

2.4.7.1 General

2.4.7.1.1 Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. New Phone shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.

2.4.7.1.2 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When New Phone or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center

to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

2.4.7.1.3 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

2.4.7.1.4 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by New Phone or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

2.4.7.1.5 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of New Phone or its authorized agent to determine if the loop is compatible for Line Splitting Service. New Phone or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and New Phone or its authorized agent submits an LSR to BellSouth to change the loop.

2.4.7.1.6 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

2.4.8 Ordering

2.4.8.1 New Phone shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.

2.4.8.2 BellSouth shall provide New Phone the Local Service Request ("LSR") format to be used when ordering Line Splitting service.

2.4.8.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

2.4.8.4 BellSouth will provide New Phone access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and New Phone shall pay the rates for such services as described in Exhibit B.

2.4.8.5 BellSouth will provide loop modification to New Phone on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: HTTP://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

2.4.9 Maintenance

2.4.9.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. New Phone will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.4.9.2 New Phone shall inform its end users to direct data problems to New Phone, unless both voice and data services are impaired, in which event the end users should call BellSouth.

2.4.9.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

2.4.9.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation

space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

2.4.9.5 If New Phone is not the data provider, New Phone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.

2.4.10 Remote Site High Frequency Spectrum

2.4.10.1 Remote Site Line Sharing is being developed by the Line Sharing Collaborative, as described on the BellSouth website at www.interconnection.BellSouth.com. Processes, rates, terms, or conditions for ordering or provisioning of this product have not been finalized. BellSouth and New Phone shall work within the Line Sharing Collaborative to develop the processes, terms, and conditions required to implement Remote Site Line Sharing. Upon finalization of the appropriate and required processes, rates, terms, and conditions, the Parties shall amend the Agreement to incorporate those processes, rates, terms, and conditions.

2.5 Unbundled Loop Modifications (Loop Conditioning)

2.5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by New Phone, whether or not BellSouth offers advanced services to the End User on that loop.

2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders, and repeaters

2.5.3 BellSouth shall recover the cost of line conditioning requested by New Phone through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 51.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, New Phone shall pay to BellSouth interim cost-based charges as set forth in this Attachment.

3. Loop Provisioning Involving Integrated Digital Loop Carriers

3.1 Where New Phone has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to New Phone. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to New Phone (e.g. hairpinning).

3.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

3.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

3.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. New Phone will then have the option of paying the one-time SC rates to place the loop.

4. Network Interface Device

4.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.1.1 BellSouth shall permit New Phone to connect New Phone's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

4.2 Access to Network Interface Device (NID)

4.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), New Phone may access the on-premises wiring by any of the following means: BellSouth shall allow New Phone to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. New Phone agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 9.4 of the General Terms and Conditions of this Agreement.

4.2.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.2.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.2.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., New Phone, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.2.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately re-grounding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.

4.2.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

4.2.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

4.2.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with New Phone to develop specific procedures to establish the most effective means of implementing this Section.

4.3 <u>Technical Requirements</u>

4.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

4.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to New Phone's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. If such NID is not functioning properly, BellSouth will repair or replace it at BellSouth's expense.

4.3.4 When New Phone deploys its own local loops with respect to multiple-line termination devices, New Phone shall Order the quantity of NIDs connections that it requires within such device.

4.4 Interface Requirements

4.4.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

5. Unbundled Loop Concentration (ULC) System

5.1 BellSouth will provide to New Phone loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to New Phone at New Phone's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. Sub-loop Elements

6.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

6.2 Unbundled Sub-Loop Distribution

6.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

6.2.1.1 Unbundled Sub-Loop Distribution – Voice Grade
6.2.1.2 Unbundled Copper Sub-Loop
6.2.1.3 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

6.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

6.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

6.2.4 If New Phone requests a UCSL and it is not available, New Phone may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

6.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

6.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for New Phone's use on this cross-connect panel. New Phone will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

6.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, New Phone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. New Phone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

6.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by New Phone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet New Phone's request, then BellSouth will perform the site set-up as described in Section 0. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 0) to accommodate New Phone's request for Unbundled Sub-Loops, New Phone may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. New Phone will have the option to proceed under the SC process to modify the BellSouth facilities.

6.2.9 The site set-up must be completed before New Phone can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice New Phone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

6.2.10 Once the site set-up is complete, New Phone will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when New Phone requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by New Phone for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

6.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

6.3 <u>Unbundled Network Terminating Wire (UNTW)</u>

6.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber

configurations, represents the point at which the network branches out to serve individual subscribers.

6.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

6.3.3 Requirements

6.3.4 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

6.3.5 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

6.3.6 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

6.3.7 Access Terminal installation intervals will be established on an individual case basis.

6.3.8 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress

or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

6.3.9 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

6.3.10 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

6.3.11 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

6.3.12 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

6.3.13 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

6.3.14 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

6.4 <u>Unbundled Sub-Loop Feeder</u>

6.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

6.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

6.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

6.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of New Phone's loop distribution elements onto BellSouth's feeder system.

6.4.5 Requirements

6.4.5.1 New Phone will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to New Phone. New Phone will then have the option of paying the special construction charges or canceling the order.

6.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

6.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

6.4.5.4 Unbundled Sub-Loop Feeder – (USLF DS3 and above

6.4.5.5 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.

6.4.5.6 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.

6.4.5.7 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.

6.4.5.8 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.

6.4.5.9 Requirements

6.4.5.9.1 Access in the SWC and RT will be via a Collocation cross-connect.

6.4.5.9.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.

6.4.6 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

6.4.7 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

7. Local Switching

7.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 7.1.2 to New Phone for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to New Phone for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.

7.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on New Phone regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

7.1.2 Local Circuit Switching Capability, including Tandem Switching Capability

7.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and

trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

7.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for New Phone when New Phone serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

7.1.4 In the event that New Phone orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in Density Zone 1, as determined by NECA Tariff No. 4 as in effect on January 1, 1999, of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA MSAs, BellSouth's sole recourse shall be to charge New Phone a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge New Phone the local services resale rate for use of all Combinations used to provide the affected facilities to New Phone.

7.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by New Phone. Any features that are not currently then capable at the time of the request, but are technically feasible through the switch can be requested through the BFR process.

7.1.6 BellSouth will provide to New Phone customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for New Phone's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by New Phone. New Phone customers may use the same dialing arrangements as BellSouth customers.

7.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

7.1.8 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2) call features (e.g., call forwarding) and (3) Centrex capabilities.

7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to New Phone purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. New Phone customers may use the same dialing arrangements as BellSouth customers, but obtain a New Phone branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by New Phone will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for a New Phone customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to New Phone's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law;

7.2.1.10.4 Any other service required by law; and

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to New Phone, upon a reasonable request from New Phone. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting New Phone and BellSouth service applications.

BellSouth shall offer to New Phone all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to New Phone:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

7.2.1.14.6.5 9XX Blocking and toll blocking

7.2.1.15 Where capacity exists, BellSouth shall assign each New Phone customer line the class of service designated by New Phone (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from New Phone customers to New Phone directory assistance operators at New Phone's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each New Phone customer line the class of services designated by New Phone (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from New Phone customers to New Phone operators at New Phone's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an New Phone Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.2.2 <u>Interface Requirements</u>

7.2.2.1 BellSouth shall provide the following interfaces to loops:

7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by New Phone;

7.2.2.12 Interface to New Phone operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to New Phone directory assistance services through the New Phone switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other New Phone required access to interexchange carriers as requested through appropriate trunk interfaces.

7.2.2.14. <u>Packet Switching Capability</u>

7.2.2.14.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

7.2.2.14.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

7.2.2.14.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

7.2.2.14.3 The ability to extract data units from the data channels on the loops, and

7.2.2.14.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.2.2.14.5 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

7.2.2.14.5.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

7.2.2.14.5.2 There are no spare copper loops capable of supporting the xDSL services New Phone seeks to offer;

7.2.2.14.5.3 BellSouth has not permitted New Phone to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the New Phone obtained a virtual collocation arrangement at these Sub-Loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

7.2.2.14.5.4 BellSouth has deployed packet switching capability for its own use.

7.2.2.14.5.5 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according to the dispute resolution process set forth in Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

8. Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to New Phone for the provision of a telecommunications service.

8.1 Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and New Phone;

2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;

3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end

office switches and tandem switches, and between tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

1. Provide New Phone exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that New Phone could use to provide telecommunications services;
3. Permit, to the extent technically feasible, New Phone to connect such interoffice facilities to equipment designated by New Phone, including but not limited to, New Phone's collocated facilities; and
4. Permit, to the extent technically feasible, New Phone to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.1.2 For the conversion of individual UNEs, and in accordance with the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98, if applicable, New Phone shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 <u>Technical Requirements of Common (Shared) Transport</u>

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbps hierarchical levels;

8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

8.3.1. BellSouth shall offer Dedicated Transport in each of the following ways:

8.3.1.1 As capacity on a shared facility.

8.3.1.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to New Phone .

8.3.2 When Dedicated Transport is provided as a system it shall include:

8.3.2.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

8.3.2.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

8.3.3 Unbundled Local Channel

8.3.3.1 The Unbundled Local Channel is the dedicated transmission path between New Phone's Point of Presence and the BellSouth Serving Wire Center.

8.3.3.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.3.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.4 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.4.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1, DS3) shall be dedicated to New Phone designated traffic.

8.3.4.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.4.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

8.3.4.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.4.5.1 DS0 Equivalent;

8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);

8.3.4.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

8.3.4.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by New Phone.

8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

8.3.5.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

8.3.5.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.3.5.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.3.5.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.5.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

9. Tandem Switching

9.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.2 Technical Requirements

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by New Phone and BellSouth;

9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by New Phone;

9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

9.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by New Phone. Tandem Switching will provide recording of all billable events as jointly agreed to by New Phone and BellSouth.

9.2.6 Upon a reasonable request from New Phone, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to New Phone.

9.2.7 BellSouth shall maintain New Phone's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

9.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by New Phone and BellSouth.

9.2.10 Tandem Switching shall process originating toll-free traffic received from New Phone local switch.

9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

9.3 <u>Interface Requirements</u>

9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.3.4 Tandem Switching shall interconnect with New Phone's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At New Phone's request, Tandem Switching shall record and keep records of traffic for billing.

9.3.5 Tandem Switching shall provide an alternate final routing pattern for New Phone traffic overflowing from direct end office high usage trunk groups.

9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to New Phone) each of the requirements for Tandem Switching set forth in the following technical references:

9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and

9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. <u>Unbundled Network Element Combinations</u>

10.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Transport Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

10.1.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

10.2 **<u>Enhanced Extended Links (EELs)</u>**

10.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 10.2.2 below.

10.2.2 Subject to Section 10.2.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 10.2.5 following. New Phone shall provide to BellSouth a letter certifying that New Phone is providing a significant amount of local exchange service (as described in Sections 10.2.6.2, 10.2.6.3, 10.2.6.4 or10.2.6.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to New Phone's POP serving wire center. The circuit must be connected to New

Phone's switch for the purpose of provisioning telephone exchange service to New Phone's end-user customers. The EEL will be connected to New Phone's facilities in New Phone's collocation space at the POP SWC, or New Phone may purchase BellSouth's access facilities between New Phone's POP and New Phone's collocation space at the POP SWC.

10.2.3 When ordering EEL combinations, New Phone shall provide to BellSouth a letter certifying that New Phone will provide a significant amount of local exchange service over the requested combination, as described in Section 10.2.6 below, and shall indicate under what local usage option New Phone seeks to qualify. New Phone shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 10.2.6.2 through 10.2.6.4 is met. BellSouth shall have the right to audit New Phone's records to verify that New Phone is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 10.2.6.6 of this Attachment.

10.2.4 BellSouth shall provide EEL combinations to New Phone in Georgia, Kentucky, Louisiana, Mississippi and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to New Phone those EEL combinations described in Section 10.2.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to New Phone in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to New Phone only to the extent such network elements are Currently Combined.

10.2.5 <u>EEL Combinations</u>

10.2.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

10.2.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

10.2.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

10.2.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

10.2.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

10.2.5.6 DS1 Interoffice Channel + DS1 Local Loop

10.2.5.7 DS3 Interoffice Channel + DS3 Local Loop

10.2.5.8 STS-1 Interoffice Channel + STS-1 Local Loop

10.2.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.2.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.2.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

10.2.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

10.2.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.2.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.2.5.15 To order EELs New Phone must meet the requirements in Section 0 or 0.

10.2.6 Special Access Service Conversions

10.2.6.1 New Phone may not convert special access services to combinations of loop and transport network elements, whether or not New Phone self-provides its entrance facilities (or obtains entrance facilities from a third party), unless New Phone uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent New Phone requests to convert any special access services to combinations of loop and transport network elements at UNE prices, New Phone shall provide to BellSouth a letter certifying that New Phone is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option New Phone seeks to qualify for conversion of special access circuits. New Phone shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

10.2.6.2 New Phone certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at New Phone's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, New Phone is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. New Phone can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

10.2.6.3 New Phone certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local

dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at New Phone's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

10.2.6.4 New Phone certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. New Phone does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

10.2.6.5 In addition, there may be extraordinary circumstances where New Phone is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 10.2.6. In such case, New Phone may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon New Phone's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.2.6.6 BellSouth may at its sole discretion audit New Phone records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and New Phone shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, New Phone shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that New Phone is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from New Phone.

10.2.6.7 New Phone may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

10.2.6.8 Rates

10.2.6.8.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee

10.2.6.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

10.2.6.8.3 For combinations of loop and transport network elements not set forth in Section 10.2.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

10.2.6.8.4 To the extent that New Phone seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, New Phone, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

10.2.6.8.5 All Other States

10.2.6.8.5.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 10.2.5 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

10.2.9 Multiplexing

10.2.9.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

10.2.10 Other Non-Switched Combinations

10.2.10.1 In the states of Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall make available to New Phone, in accordance with Section 10.2.10.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in

its network. In all other states, BellSouth shall make available to New Phone, in accordance with Section 10.2.10.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

10.2.10.2 Rates

10.2.10.2.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee

10.2.10.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

10.2.10.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

10.2.10.2.1.3 To the extent that New Phone seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, New Phone, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

10.2.10.2.2 All Other States

10.2.10.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.

10.2.11 <u>UNE Loop/Special Access Combinations</u>

10.2.11.1 BellSouth shall make available to New Phone a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent New Phone will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 10.2.6.

10.2.11.2 Rates

10.2.11.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

10.3 UNE Port/Loop Combinations

10.3.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

10.3.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

10.3.2.1 Except as set forth in section 10.3.3 below, in Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.

10.3.2.2 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit B.

10.3.2.3 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit B.

10.3.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

10.3.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to New Phone if New Phone's customer has 4 or more DS0 equivalent lines.

10.3.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

10.3.9 Combination Offerings

10.3.9.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

11.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

11.2 Operator Service

11.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

11.2.2 Requirements

11.2.2.1 When New Phone requests BellSouth to provide Operator Services, the following requirements apply:

11.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

11.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

11.2.2.1.3 BellSouth shall complete calls that are billed to New Phone end user's calling card that can be validated by BellSouth.

11.2.2.1.4 BellSouth shall complete person-to-person calls.

11.2.2.1.5 BellSouth shall complete collect calls.

11.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

11.2.2.1.7 BellSouth shall complete station-to-station calls.

11.2.2.1.8 BellSouth shall process emergency calls.

11.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

11.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

11.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

11.2.2.2 BellSouth shall adhere to equal access requirements**,** providing New Phone local end users the same IXC access as provided to BellSouth end users.

11.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to New Phone that BellSouth provides for its own operator service.

11.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

11.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by New Phone.

10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to New Phone in accordance with CLECODUF standards specified in Attachment 7.

11.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of New Phone, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

11.3 Directory Assistance Service

11.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

11.3.2 Requirements

11.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by New Phone's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. In providing call completion service, and at such time as functionality is available in the BellSouth network, BellSouth shall route the call to New Phone's network for call completion. Rates for such functionality shall be established at the time such functionality becomes available. If not available, New Phone may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

11.3.2.2 Directory Assistance Service Updates

11.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

11.3.2.2.1.1 New end user connections: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users;

11.3.2.2.1.2 End user disconnections: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users; and

11.3.2.2.1.3 End user address changes: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users;

11.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

11.4 Branding for Operator Call Processing and Directory Assistance

11.4.1 BellSouth's branding feature provides a definable announcement to New Phone end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows New Phone to have its calls custom branded with New Phone's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

11.4.2 BellSouth offers three (3) service levels of branding to New Phone when ordering BellSouth's Directory Assistance and Operator Call Processing.

11.4.2.1 Service Level 1 - BellSouth Branding

11.4.2.2 Service Level 2 - Unbranding

11.4.2.3 Service Level 3 - Custom Branding

11.4.3 Where New Phone resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route New Phone's end user calls to that provider through Selective Carrier Routing.

11.4.4 For Use with an Unbundled Port

11.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for New Phone to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an

alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

11.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

11.4.4.3 Where available, New Phone specific and unique line class codes are programmed in each BellSouth end office switch where New Phone intends to serve end users with customized OS/DA branding. The line class codes specifically identify New Phone's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and New Phone intends to provide New Phone -branded OS/DA to its end users in these multiple rate areas.

11.4.4.4 BellSouth Branding is the Default Service Level.

11.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require New Phone to order dedicated trunking from each BellSouth end office identified by New Phone, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the New Phone Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by New Phone to the BellSouth TOPS. These calls are routed to "No Announcement."

11.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

11.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software.

When utilizing this method of Unbranding or Custom Branding, New Phone shall not be required to purchase dedicated trunking.

11.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, New Phone must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, New Phone must submit a manual order form which requires, among other things, New Phone's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. New Phone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon New Phone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all New Phone end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill New Phone applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, New Phone shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where New Phone is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

11.4.5 For Facilities Based Carriers

11.4.5.1 All Service Levels require New Phone to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which New Phone requires service.

11.4.5.3 Directory Assistance customized branding uses:

11.4.5.3.1 the recording of New Phone;

11.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

11.4.5.4 Operator Call Processing customized branding uses:

11.4.5.4.1 the recording of New Phone;

11.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

11.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

11.5 Directory Assistance Database Service (DADS)

11.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to New Phone end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). New Phone agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, New Phone agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, New Phone authorizes the inclusion of New Phone Subscriber listings in the BellSouth Directory Assistance products.

11.5.2 BellSouth shall provide New Phone initially with a base file of subscriber listings which reflect all listing change activity occurring since New Phone's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by New Phone and BellSouth. New Phone agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

11.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to New Phone on a Business, Residence, or combined Business and Residence basis. New Phone agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after New Phone receives the Base File.

11.5.4 BellSouth is authorized to include New Phone Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of New Phone Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to New Phone.

11.5.5 Rates for DADS are as set forth in this Attachment.

11.6 Direct Access to Directory Assistance Service

11.6.1 Direct Access to Directory Assistance Service (DADAS) will provide New Phone's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow New Phone to utilize its own switch, operator workstations and optional audio subsystems.

11.6.2 BellSouth will provide DADAS from its DA location. New Phone will access the DADAS system via a telephone company provided point of availability. New Phone has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

11.6.3 A specified interface to each New Phone subsystem will be provided by BellSouth. Interconnection between New Phone system and a specified BellSouth location will be pursuant to the use of New Phone owned or New Phone leased facilities and shall be appropriate sized based upon the volume of queries being generated by New Phone.

11.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

11.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

11.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

11.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern

Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

11.6.5 Rates for DADAS are as set forth in this Attachment.

12. Signaling

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

12.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

12.2 Technical Requirements

12.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

12.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

12.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

12.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

12.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

12.2.3.1 An A-link layer shall consist of two links.

12.2.3.2 A B-link layer shall consist of four links.

12.2.4 A signaling link layer shall satisfy a performance objective such that:

12.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

12.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

12.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

12.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

12.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

12.3 Interface Requirements

12.3.1 There shall be a DS1 (1.544 Mbps) interface at the New Phone-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

13. Signaling Transfer Points (STPs)

13.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

13.2 Technical Requirements

13.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

13.2.1.1 BellSouth Local Switching or Tandem Switching;

13.2.1.2 BellSouth Service Control Points/DataBases;

132.2.1.3 Third-party local or tandem switching;

13.2.1.4 Third-party-provided STPs.

13.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an New Phone local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between New Phone local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a New Phone or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a New Phone database, then New Phone agrees to provide BellSouth with the Destination Point Code for the New Phone database.

13.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

13.2.6.1 MTP Routing Verification Test (MRVT) and

13.2.6.2 SCCP Routing Verification Test (SRVT).

13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a New Phone or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by New Phone and BellSouth.

13.2.8 STPs shall be on parity with BellSouth.

13.2.9 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

13.2.9.1 When technically feasible and upon request by New Phone, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the New Phone SS7 network to exchange TCAP queries and responses with a New Phone SCP.

13.2.9.2 SS7 AIN Access shall provide New Phone SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and New Phone SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the New Phone SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

13.3 <u>Interface Requirements</u>

13.3.1 BellSouth shall provide the following STPs options to connect New Phone or New Phone-designated local switching systems or STPs to BellSouth SS7 network:

13.3.1.1 An A-link interface from New Phone local switching systems; and,

13.3.1.2 A B-link interface from New Phone local STPs.

13.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

13.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting New Phone local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and New Phone will work jointly to establish mutually acceptable SPOIs.

13.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and New Phone will work jointly to establish mutually acceptable SPOIs.

13.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

13.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

13.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13.3.6 <u>Message Screening</u>

13.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from New Phone local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the New Phone switching system has a legitimate signaling relation.

13.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from New Phone local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the New Phone switching system has a legitimate signaling relation.

13.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from New Phone from any signaling point or network interconnected through BellSouth's SS7 network where the New Phone SCP has a legitimate signaling relation.

13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

13.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

13.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

13.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

13.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

13.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

13.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

13.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

13.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14. Service Control Points/DataBases

14.1 Definition

14.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number

Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

14.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

14.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to New Phone in accordance with the following requirements.

14.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

14.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

14.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

14.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

14.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for New Phone customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

14.3 Local Number Portability Database

14.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

14.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

14.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

14.4.2 Technical Requirements

BellSouth will offer to New Phone any additional capabilities that are developed for LIDB during the life of this Agreement.

14.4.2.1 BellSouth shall process New Phone's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to New Phone what additional functions (if any) are performed by LIDB in the BellSouth network.

14.4.2.2 Within two (2) weeks after a request by New Phone, BellSouth shall provide New Phone with a list of the customer data items which New Phone would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

14.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

14.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

14.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

14.4.2.6 All additions, updates and deletions of New Phone data to the LIDB shall be solely at the direction of New Phone. Such direction from New Phone will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

14.4.2.7 BellSouth shall provide priority updates to LIDB for New Phone data upon New Phone's request (e.g., to support fraud detection)**,** via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

14.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of New Phone customer records will be missing from LIDB, as measured by New Phone audits. BellSouth will audit New Phone records in LIDB against DBAS to identify record mismatches and provide this data to a designated New Phone contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to New Phone within one business day of audit. Once reconciled records are received back from New Phone, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact New Phone to negotiate a time frame for the updates, not to exceed three business days.

14.4.2.9 BellSouth shall perform backup and recovery of all of New Phone's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

14.4.2.10 BellSouth shall provide New Phone with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between New Phone and BellSouth.

14.4.2.11 BellSouth shall prevent any access to or use of New Phone data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by New Phone in writing.

14.4.2.12 BellSouth shall provide New Phone performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by New Phone at least at parity with BellSouth Customer Data. BellSouth shall obtain from New Phone the screening information associated with LIDB Data Screening of New Phone data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to New Phone under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

14.4.2.13 BellSouth shall accept queries to LIDB associated with New Phone customer records, and shall return responses in accordance with industry standards.

14.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

14.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

14.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

14.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

14.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

14.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

14.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

14.5.1 Technical Requirements

14.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for New Phone to query with a toll-free number and originating information.

14.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

14.5.1.3 The SCP shall also provide, at New Phone's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

14.5.1.3.1 Network Management;

14.5.1.3.2 Customer Sample Collection; and

14.5.1.3.3 Service Maintenance

14.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

14.6.1 Technical Requirements

14.6.1.1 BellSouth shall offer New Phone a data link to the ALI/DMS database or permit New Phone to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to New Phone immediately after New Phone inputs information into the ALI/DMS database. Alternately, New Phone may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

14.6.1.2 The ALI/DMS database shall contain the following end user information:

14.6.1.2.1 Name;

14.6.1.2.2 Address;

14.6.1.2.3 Telephone number; and

14.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

14.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be

maintained unless New Phone requests otherwise and shall be updated if New Phone requests, provided New Phone supplies BellSouth with the updates.

14.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

14.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

14.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for New Phone end users shall meet industry standards.

14.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to New Phone in order to allow New Phone to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide New Phone with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by New Phone and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and New Phone telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

14.8 Calling Name (CNAM) Database Service

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. New Phone must provide to its account manager a written request with a requested activation date to activate this service. If New Phone is interested in requesting CNAM with volume and term pricing, New Phone must contact its account manager to request a separate CNAM volume and term Agreement.

14.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

14.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

14.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

14.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

14.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

14.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

14.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

14.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide New Phone the capability that will allow New Phone and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those

applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

14.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to New Phone. Scheduling procedures shall provide New Phone equivalent priority to these resources

14.10.3 BellSouth SCP shall partition and protect New Phone service logic and data from unauthorized access, execution or other types of compromise.

14.10.4 When New Phone selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable New Phone to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

14.10.5 When New Phone selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. New Phone access will be provided via remote data connection (e.g., dial-in, ISDN).

14.10.6 When New Phone selects SCE/SMS AIN Access, BellSouth shall allow New Phone to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

15. <u>Dark Fiber</u>

15.1 Definition

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

15.2 Requirements

15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If

BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to New Phone.

15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at New Phone's request subject to time and materials charges.

BellSouth shall use its best efforts to provide to New Phone information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from New Phone ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

15.2.4 BellSouth shall use its best efforts to make Dark Fiber available to New Phone within thirty (30) business days after it receives written confirmation from New Phone that the Dark Fiber previously deemed available by BellSouth is wanted for use by New Phone. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable New Phone to connect or splice New Phone provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

16. SS7 Network Interconnection

16.1 Definition

SS7 Network Interconnection is the interconnection of New Phone local Signaling Transfer Point Switches (STP) and New Phone local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), New Phone local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

16.2 Technical Requirements

16.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

16.2.1.1 BellSouth local or tandem switching systems;

16.2.1.2 BellSouth DBs; and

16.2.1.3 Other third-party local or tandem switching systems.

16.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and New Phone or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an New Phone local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the New Phone local STPs and BellSouth or other third-party local switch.

16.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

16.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

16.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

16.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

16.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

16.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a New Phone local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of New Phone local STPs, and shall not include SCCP Subsystem Management of the destination.

16.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

16.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

16.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

16.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

16.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

16.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

16.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

16.3 Interface Requirements

16.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect New Phone or New Phone-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

16.3.1.1 A-link interface from New Phone local or tandem switching systems; and

16.3.1.2 B-link interface from New Phone STPs.

16.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting New Phone local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and New Phone will work jointly to establish mutually acceptable SPOI.

16.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and New Phone will work jointly to establish mutually acceptable SPOI.

16.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

16.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection,

Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

16.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16.3.5 BellSouth shall set message screening parameters to block accept messages from New Phone local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the New Phone switching system has a legitimate signaling relation.

16.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

16.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

16.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

16.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

16.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

16.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

16.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

16.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

16.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

16.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

16.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

16.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

16.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

17. Basic 911 and E911

If New Phone orders network elements and other services, then New Phone is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

17.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

17.2 Requirements

17.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to New Phone a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number

representing the appropriate emergency answering position for each municipality subscribing to 911. New Phone will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. New Phone will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, New Phone will be required to discontinue the Basic 911 procedures and being using E911 procedures.

17.2.2 E911 Service Provisioning. For E911 service, New Phone will be required to install a minimum of two dedicated trunks originating from the New Phone serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. New Phone will be required to provide BellSouth daily updates to the E911 database. New Phone will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, New Phone will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. New Phone shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

17.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on New Phone beyond applicable charges for BellSouth trunking arrangements.

17.2.4 Basic 911 and E911 functions provided to New Phone shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and New Phone to follow in providing 911/E911 services.

18. Rates

18.1. General

The prices that New Phone shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. It is the intent of the parties that where applicable state commissions have approved rates for network elements and other services set forth in this Agreement as of the date hereof, such rates have been included in Exhibit C.

18.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which New Phone may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit C of this Attachment 2.

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event New Phone provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

New Phone will incur an OSS charge for an accepted LSR that is later canceled by New Phone.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may

take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 30, 2000 and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect

to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential

damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the New Phone of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such New Phone.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated June 30, 2000, between BellSouth Telecommunications, Inc. ("BST"), and TriVergent Communications, Inc. ("Local Exchange Company"), effective the 30th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. **COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides New Phone the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the New Phone access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 New Phone shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to New Phone's access to BellSouth's CNAM Database Services and shall be addressed to New Phone's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to New Phone requires interconnection from New Phone to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, New Phone shall provide its own CNAM SSP. New Phone's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If New Phone elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that New Phone desires to query.

3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by New Phone for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by New Phone in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of New Phone to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 New Phone CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	15.24	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	24.75	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	44.85	59.03	43.14	15.21	3.22			23.97	12.97	17.77	17.77
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92					27.37	12.97	17.77	17.77
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33					27.37	12.97	17.77	17.77
	Engineering Information Document (EI)			UEANL			28.75	28.75								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		51.29	51.29								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		45.99	45.99								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	44.69	22.40	25.65	7.06			27.37	12.97	17.77	17.77
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	12.67	44.69	22.40	25.65	7.06			27.37	12.97	17.77	17.77
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	20.22	44.69	22.40	25.65	7.06			27.37	12.97	17.77	17.77
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		51.29	51.29								
	Engineering Information Document			UEQ			28.75	28.75					27.37	12.97	17.77	17.77
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					27.37	12.97	17.77	17.77
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					27.37	12.97	17.77	17.77
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	18.24	75.62	35.11	46.98	10.59			27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	18.24	75.62	35.11	46.98	10.59			27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	25.22	75.62	35.11	46.98	10.59			27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	25.22	75.62	35.11	46.98	10.59			27.37	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	33.70	75.62	35.11	46.98	10.59			23.97	12.97	17.77	17.77
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	33.70	75.62	35.11	46.98	10.59			23.97	12.97	17.77	17.77
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	17.95	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	29.16	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	52.84	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	17.95	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	29.16	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	52.84	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.01	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	39.00	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	70.67	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	23.23	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	37.74	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	68.38	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		45.99									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	16.84	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	19.45	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	30.92	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.09	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	19.64	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	35.59	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.09	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	19.64	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	35.59	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.41	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	15.29	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.70	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.41	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	15.29	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.70	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.52	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.71	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	33.90	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.52	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.71	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	33.90	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.74	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	84.05	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	152.29	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		45.99									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.90	283.37	163.68	120.15	22.37			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.74	283.37	163.68	120.15	22.37			18.94	8.42		
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	21.83	283.37	163.68	120.15	22.37			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.90	104.17	78.10					18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.74	104.17	78.10					18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	21.83	104.17	78.10					18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	35.43	270.28	150.59	120.15	22.37			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	40.91	270.28	150.59	120.15	22.37			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	65.02	270.28	150.59	120.15	22.37			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.43	104.17	78.10					18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	40.91	104.17	78.10					18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.02	104.17	78.10					18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	331.78	212.09	130.69	27.60			27.37	8.42		
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	331.78	212.09	130.69	27.60			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	331.78	212.09	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	30.55	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	47.56	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	54.92	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	87.30	318.70	199.00	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	47.56	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	54.92	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	87.30	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		67.39	67.39					27.37	12.97	17.77	17.77
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		337.50	337.50					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		67.39	67.39					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		337.50	337.50					27.37	12.97	17.77	17.77
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		78.10	78.10					27.37	12.97	17.77	17.77
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		421.08	421.08					18.94	8.42		
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		394.74	394.74					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		154.57	154.57					18.94	8.42		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12	207.01	171.32					18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	8.32	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.61	137.03	41.59	115.85	19.17			18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.96	176.46	55.11	122.17	19.57			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
	2 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
	4 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		355.71	12.26					18.94	8.42		
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		355.71	12.26					18.94	8.42		
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		560.55	14.30					18.94	8.42		
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.46	56.75					18.94	8.42		
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.93	98.21					18.94	8.42		
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.73	11.73					18.94	8.42		
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.73	11.73					18.94	8.42		
SUB-LOOPS																
Sub-Loop Feeder																
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		421.08						18.94	8.42		
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		67.10	67.10					18.94	8.42		
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		519.95	11.32					18.94	8.42		
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		45.99									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG	79.30	203.69	128.76	124.09	34.80			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		45.99									
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH	7.22	195.38	63.15	119.68	29.58			18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ	13.72	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	USBFN	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		45.99									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	13.55										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	332.40	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	13.55										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	357.36	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	10.28										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	54.89										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	538.69	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	12.66										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	620.18										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,729.00	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	41.51										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	310.30										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,495.00	3,570.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	350.09	788.09	407.00	160.47	90.97			31.31	31.31	3.93	3.93
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	441.42	650.81	650.81					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	52.97	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	478.93	650.81	650.81								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.26	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	126.57	92.14	33.57	9.40			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.67	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.16										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.52	903.03	527.87	238.97	167.16			31.31	31.31	3.93	3.93
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.16										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	387.67	903.03	527.87	238.97	167.16			31.31	31.31	3.93	3.93
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		131.22	131.22								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		136.93	136.93								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.9809855	0.9809855								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	178.25	377.58	0.00	355.96	0.00			27.37	12.97	17.77	17.77
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	44.56	377.58	0.00	355.96	0.00			27.37	12.97	17.77	17.77
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	377.58	0.00	355.96	0.00			27.37	12.97	17.77	17.77
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		172.94	0.00	99.67	0.00			27.37	12.97	17.77	17.77
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDC	0.61	37.01	21.19	20.02	9.83			27.37	12.97	17.77	17.77
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		32.77	16.37					27.37	12.97	17.77	17.77
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		32.77	16.37					27.37	12.97	17.77	17.77
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.02	9.83			27.37	12.97	17.77	17.77
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83			27.37	12.97	17.77	17.77
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83			27.37	12.97	17.77	17.77
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	38.18	221.09	0.00	254.79	0.00			27.37	12.97	17.77	17.77
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00			27.37	12.97	17.77	17.77
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.01	21.19	20.02	9.83			27.37	12.97	17.77	17.77
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.01	21.19	20.02	9.83			27.37	12.97	17.77	17.77
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.15	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.15	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.41	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2067										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	68.75	178.53	163.61	32.70	28.88			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	804.02	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	801.57	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	17.06	387.19	67.20	74.22	7.33			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	41.52	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	61.05	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	47.29	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.91										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	476.04	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.91										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	466.84	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	68.84										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	25.53										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	68.84										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		7.13	0.97					27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			15.88	1.97	10.04	0.97			27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		15.88	1.97	10.04	0.97			27.37	27.37	17.75	17.75

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		5.69	2.85					27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		6.66	3.81					27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		8.10	0.97					27.37	27.37	17.75	17.75
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		5.69						27.37	27.37	17.75	17.75
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.00004										
	LIDB Validation Per Query			OQU		0.0142										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		64.36						27.37	27.37	17.75	17.75
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	148.72										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0001										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70			25.93	25.93	16.31	16.31
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70			25.93	25.93	16.31	16.31
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.00004										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	376.12										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					25.93	25.93	16.31	16.31
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					25.93	25.93	16.31	16.31
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade					13.91	382.95	62.40					18.94	8.42		
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0222										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					17.07	79.61	36.08					18.94	18.94		
	Local Channel - Dedicated - DS1					38.36	356.15	312.89					44.22			
	Interoffice Transport - Dedicated - DS1 Per Mile					0.4523										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					78.47	147.07	111.75					18.94	18.94		
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0.01										
	CNAM for Non DB Owners, Per Query			OQV		0.01										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					27.37	27.37	17.75	17.75
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE															
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		230.60	230.60					40.71	9.58		
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		2,848.30	2,848.30								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	3.48										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.56	66.71	50.43	12.82	11.39			19.99	19.99	19.99	19.99
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	12.10	55.46	39.18	16.83	13.27			19.99	19.99	19.99	19.99
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	21.75	66.71	50.43	21.86	18.31			19.99	19.99	19.99	19.99
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.28	30.76	29.40	12.75	11.38			27.37	12.97	17.77	1.44
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.56	66.71	50.43					27.37	12.97	17.77	1.44
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0287	24.59	23.59	12.05	10.87			19.99	19.99	19.99	19.99
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0308	24.59	23.59	12.05	10.87			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment	I		SRC	SRCEC		202,197.82		17,181.39				27.37	27.37	27.37	27.37
		End Office Establishment	I		SRC	SRCEO		339.75	339.75	3.39	3.39			27.37	27.37	27.37	27.37
		Query NRC, per query	I		SRC		0.0031412										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		197.49	197.49	114.22	114.22			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		141.84	141.84	70.05	70.05			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		142.13	142.13	35.26	35.26			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0026										
		AIN SMS Access Service - Session, Per Minute					0.0892										

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											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		192.69	192.69	114.22	114.22			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,363.00	8,363.00					27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Query Charge, Per Query					0.024										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.006										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.63										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	16.00	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.10	47.74	47.74	15.90	15.90			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.90	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.003	47.74	47.74					27.37	27.37	17.75	17.75
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2067										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	68.75										
	DS1 Channelization System Per Month			UNC1X	MQ1	122.50										
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.64										
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	68.75										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	68.75										
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	51.74										
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	84.05										
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	152.29										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.67										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	804.02										
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	201.37										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	24.15										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.41										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.16										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	374.52										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.67										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	804.02										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.16										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	387.67										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.67										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	801.57										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	23.23										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	37.74										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	68.38										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	122.50										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.92										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	23.23										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	37.74										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	68.38										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.92										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.67										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	801.57										
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	201.37										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0101										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.28										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0101										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	17.28										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
	Optional Features & Functions:																
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	122.50	182.08	125.14	21.07	19.58			31.31	31.31	3.93	3.93
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.36	13.15	9.43					31.31	31.31	3.93	3.93
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.92	13.15	9.43					31.31	31.31	3.93	3.93
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.64	13.15	9.43					31.31	31.31	3.93	3.93
		DS3 to DS1 Channel System per month			UXTD3	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93
		STS1 to DS1 Channel System per month			UXTS1	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	15.39	13.15	9.43					31.31	31.31	3.93	3.93
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					27.37	12.97	17.77	1.44
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					27.37	12.97	17.77	1.44
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					27.37	12.97	17.77	1.44
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					2.34	21.93	21.93	5.21	5.21			25.93	12.97	16.33	0.48
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.20	238.61	37.48	119.79				19.99	19.99	19.99	19.99
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	68.67	404.04	191.38	145.18	4.92			19.99	19.99	19.99	19.99
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	11.19	145.54	105.97	95.57	21.47			19.99	19.99	19.99	19.99
	All Features Offered			UEPTX UEPSX	UEPVF	5.55	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	96.37	407.62	203.11	158.35	40.11			54.75	54.75	11.53	11.53
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0018										
	End Office Trunk Port - Shared, Per MOU					0.0002										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.00063										
	Tandem Trunk Port - Shared, Per MOU					0.00033										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.00001										
	Common Transport - Facilities Termination Per MOU					0.00045										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
UNE Loop Rates																

UNBUNDLED NETWORK ELEMENTS - Alabama

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.20	90.00	90.00					40.71	9.58		
FEATURES																
	All Features Offered			UEPRX	UEPVF	5.55	0.00	0.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	2.20	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	5.55	0.00	0.00					40.71	9.58		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.20	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					40.71	9.58		
FEATURES																
	All Features Offered			UEPRG	UEPVF	5.55	0.00	0.00					40.71	9.58		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.20	90.00	90.00					40.71	9.58		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.20	90.00	90.00					40.71	9.58		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.20	90.00	90.00					27.37	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.20	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					40.71	9.58		
FEATURES																
	All Features Offered			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			16.88										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			25.84										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			44.77										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	2.53	90.00	90.00					40.71	9.58		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.53	90.00	90.00					40.71	9.58		
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.80	0.41					40.71	9.58		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					40.71	9.58		
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.07	225.00	175.00					40.71	9.58		
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			29.59										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			36.58										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			45.06										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.42										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	27.41										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.89										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.17	600.00	45.00					40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		14.61	3.73					40.71	9.58		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		14.61	3.73					40.71	9.58		
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.56	53.56					40.71	9.58		
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		36.62										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		44.49										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		55.39										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	27.20							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	35.07							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	45.97							40.71	9.58		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	9.42	525.00	400.00					40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	77.01	54.04					40.71	9.58		
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	5.55	0.00	0.00					40.71	9.58		
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.81	107.11	48.27					40.71	9.58		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0339	0.00	0.00				0.00				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		198.29										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		274.00										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		425.41										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	329.04							40.71	9.58		
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	96.37	1,150.00	1,150.00					40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	238.13	157.11					40.71	9.58		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9801									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	29.05									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.05									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.05									
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	80.382	198.15	148.18	25.44				40.71	9.58		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.692										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		170.59										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		246.30										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		397.71										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	101.92										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	177.63										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	329.04										
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	68.67										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		258.98	134.03					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		258.98	134.04					40.71	9.58		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		258.98	134.03					40.71	9.58		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85					40.71	9.58		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42			40.71	9.58		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00					40.71	9.58		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00					40.71	9.58		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00					40.71	9.58		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00					40.71	9.58		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00					40.71	9.58		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00					40.71	9.58		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00					40.71	9.58		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00					40.71	9.58		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00					40.71	9.58		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00					40.71	9.58		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	300.95	16.72					40.71	9.58		
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65			40.71	9.58		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.58	0.00	0.00	0.00	0.00			40.17	9.58		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	9.20	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	1.58	0.00	0.00					40.71	9.58		
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	1.58	0.00	0.00					40.71	9.58		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.64	25.39	13.41	4.19	4.16			40.71	9.58		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.64	78.13	18.42	59.24	11.58			40.17	9.58		
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																

UNBUNDLED NETWORK ELEMENTS - Alabama

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					40.71	9.58		
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					40.71	9.58		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			28.35										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			37.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			56.24										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	14.00	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	14.00	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					40.71	9.58		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			69.59										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			76.58										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			85.06										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.42										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	27.41										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.89										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	40.00	600.00	45.00					40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.56	53.56					40.71	9.58		
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		87.20										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		104.49										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		115.97										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	27.20							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	35.07							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	45.97							40.71	9.58		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	60.00	525.00	400.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	5.55	0.00	0.00					40.71	9.58		
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.81	107.11	48.27					40.71	9.58		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0339	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		951.92										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,027.63										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,179.04										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	329.04							40.71	9.58		
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	850.00	1,150.00	1,150.00					40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9801									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	40.00									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	40.00									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	40.00									
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	80.382	198.15	148.18	25.44				40.71	9.58		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.692										

UNBUNDLED NETWORK ELEMENTS - Alabama

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l OSS Rates($) SOMAN
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		170.59										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		246.30										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		397.71										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	329.04							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,003.02	478.01	211.87	20.77			40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		258.98	134.03					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		258.98	134.04					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		258.98	134.03					40.71	9.58		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4								40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85					40.71	9.58		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42			40.71	9.58		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00					40.71	9.58		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00					40.71	9.58		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00					40.71	9.58		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00					40.71	9.58		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00					40.71	9.58		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00					40.71	9.58		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00					40.71	9.58		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00					40.71	9.58		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00					40.71	9.58		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00					40.71	9.58		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00					40.71	9.58		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
System Additions Where Currently Combined and New (Not Currently Combined)																
In Top 8 MSAs and AL, FL, and NC Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65			40.71	9.58		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			40.71	9.58		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			40.17	9.58		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			40.71	9.58		
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	14.00	0.00	0.00					40.71	9.58		
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	14.00	0.00	0.00					40.71	9.58		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	40.00	20.00	6.00	5.00			40.71	9.58		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	110.00	30.00	65.00	20.00			40.17	9.58		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina, and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC, and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, and NC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		16.55										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		25.51										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		44.44										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		22.62										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		29.61										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		38.09										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	42.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	20.42										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	27.41										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	35.89										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	2.20							40.71	9.58		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	2.20							40.71	9.58		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.20							40.71	9.58		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.20							40.71	9.58		
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	2.20							40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	2.20							40.71	9.58		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	2.20							40.71	9.58		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	2.20							40.71	9.58		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	2.20							40.71	9.58		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	5.55										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52						40.71	9.58		
	All Centrex Control Features Offered, per port			UEP91	UEPVC	5.55										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00					40.71	9.58		
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00					40.71	9.58		
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00					40.71	9.58		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	9.17										
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	24.15							40.71	9.58		
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0101							40.71	9.58		
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.64										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.64										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.64										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.64										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.64										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.64										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.64										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.80	0.41					40.71	9.58		
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21						40.71	9.58		
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21						40.71	9.58		
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.02						40.71	9.58		
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73						40.71	9.58		
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		16.55										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		25.51										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		44.44										
UNE Port/Loop Combination Rates (Design)																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		22.62										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		29.61										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		38.09										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	42.24										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	20.42										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	27.41										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	35.89										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.20							40.71	9.58		
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	2.20							40.71	9.58		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	5.55										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52							40.71	9.58	
		All Centrex Control Features Offered, per port			UEP95	UEPVC	5.55										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00						40.71	9.58	
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00						40.71	9.58	
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00						40.71	9.58	
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	68.67										
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.25							40.71	9.58	
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0101										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.64										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.64										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.64										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.64										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.64										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.64										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.64										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.80	0.41					40.71	9.58		
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21						40.71	9.58		
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21						40.71	9.58		
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73						40.71	9.58		
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		16.55										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		25.51										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		44.44										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		22.62										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		29.61										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		38.09										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	42.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	20.42										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	27.41										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	35.89										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.20							40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.20							40.71	9.58		
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	2.20							40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.20							40.71	9.58		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	5.55										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	5.55										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00					40.71	9.58		
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00					40.71	9.58		
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00					40.71	9.58		
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	68.67										
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	28.25						40.71	9.58		
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0101										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.64										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.64										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.64										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.64										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.64										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.64										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.64										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.80	0.41					40.71	9.58		
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21						40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21						40.71	9.58		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73						40.71	9.58		
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		16.55										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		25.51										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		44.44										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		22.62										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		29.61										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		38.09										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	42.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	20.42										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	27.41										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	35.89										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	2.20							40.71	9.58		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	2.20							40.71	9.58		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	2.20							40.71	9.58		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	2.20							40.71	9.58		
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	2.20							40.71	9.58		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	2.20							40.71	9.58		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	2.20							40.71	9.58		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	2.20							40.71	9.58		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	2.20							40.71	9.58		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	5.55										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52						40.71	9.58		
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	5.55										

UNBUNDLED NETWORK ELEMENTS - Alabama

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00					40.71	9.58		
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00					40.71	9.58		
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00					40.71	9.58		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	9.17										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	68.67										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	28.25						40.71	9.58		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	24.15										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0101										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.64										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.64										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.64										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.64										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.64										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.64										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.64										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		2.80	0.41					40.71	9.58		
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21						40.71	9.58		
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21						40.71	9.58		
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73						40.71	9.58		
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		16.55										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		25.51										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		44.44										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		22.62										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		29.61										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		38.09										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	14.35										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	23.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	42.24										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	20.42										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	27.41										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	35.89										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	2.20							40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	2.20							40.71	9.58		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP93	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	5.55										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	5.55										
	NARS																
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00					40.71	9.58		
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00					40.71	9.58		
		Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00					40.71	9.58		
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	68.67										
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	28.25						40.71	9.58		
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0101										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.64										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.64										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.64										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.64										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.64										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.64										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.64										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		2.80	0.41					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21						40.71	9.58		
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	667.21						40.71	9.58		
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.73						40.71	9.58		
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN				1.83							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.79	49.57	22.83	25.62	6.57		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.27	49.57	22.83	25.62	6.57		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	33.36	49.57	22.83	25.62	6.57		11.90				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09					11.90				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12					11.90				
	Engineering Information Document (EI)			UEANL			12.28	12.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02	23.02								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.83	41.64	19.02	19.65	5.09		11.90				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	15.29	41.64	19.02	19.65	5.09		11.90				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	20.29	41.64	19.02	19.65	5.09		11.90				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Engineering Information Document			UEQ			12.28	12.28				11.90				
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		77.09					11.90				
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		33.12					11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.79	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.79	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.27	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.27	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	33.36	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	33.36	49.57	22.83	25.62	6.57		11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.50	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.57	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	37.82	135.75	82.47	63.53	12.01		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.50	135.75	82.47	63.53	12.01		11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.57	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	37.82	135.75	82.47	63.53	12.01		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	23.02	167.86	115.15	67.08	15.56		11.90				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	31.07	167.86	115.15	67.08	15.56		11.90				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	167.86	115.15	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.76	147.69	94.41	62.23	10.71		11.90				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.38	147.69	94.41	62.23	10.71		11.90				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	56.76	147.69	94.41	62.23	10.71		11.90				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.76	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.38	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	56.76	147.69	94.41	62.23	10.71		11.90				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.65	149.53	103.85	75.05	15.63		11.90				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	17.08	149.53	103.85	75.05	15.63		11.90				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	33.00	149.53	103.85	75.05	15.63		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.65	124.83	71.12	60.64	9.12		11.90				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	17.08	124.83	71.12	60.64	9.12		11.90				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	33.00	124.83	71.12	60.64	9.12		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.97	159.09	113.41	75.05	15.63		11.90				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.46	159.09	113.41	75.05	15.63		11.90				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26.00	159.09	113.41	75.05	15.63		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.97	134.40	80.69	60.64	9.12		11.90				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.46	134.40	80.69	60.64	9.12		11.90				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26.00	134.40	80.69	60.64	9.12		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.69	193.31	138.98	77.15	12.61		11.90				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.17	193.31	138.98	77.15	12.61		11.90				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	40.90	193.31	138.98	77.15	12.61		11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.69	168.62	115.47	62.74	11.22		11.90				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.17	168.62	115.47	62.74	11.22		11.90				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	40.90	168.62	115.47	62.74	11.22		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.44	313.75	181.48	61.22	13.53		11.90				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	99.13	313.75	181.48	61.22	13.53		11.90				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	191.51	313.75	181.48	61.22	13.53		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.39	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.62	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	68.82	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.39	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.62	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	68.82	161.56	108.85	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.39	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.62	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	68.82	161.56	108.85	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.65	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.08	148.50	102.82	75.05	15.63		11.90				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	33.00	148.50	102.82	75.05	15.63		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.65	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.08	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	33.00	123.81	70.09	60.64	9.12		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	18.03	177.87	132.76	77.15	17.73		11.90				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	24.34	177.87	132.76	77.15	17.73		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	47.02	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	18.03	153.18	100.03	62.74	11.22		11.90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	24.34	153.18	100.03	62.74	11.22		11.90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	47.02	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		0.00	0.00				11.90				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00				11.90				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		10.52	10.52				11.90				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23	487.23				11.90				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25	6.25				11.90				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25	169.25				11.90				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65	38.65				11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.61	60.19	21.78	47.50	5.26		11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	10.27	60.19	21.78	47.50	5.26		11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	19.85	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.12	68.83	30.42	49.71	6.60		11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.96	68.83	30.42	49.71	6.60		11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	21.18	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.50	51.84	13.44	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.68	55.91	17.51	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.25	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	8.44	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	16.30	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.20	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.02	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.55	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11				11.90				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11				11.90				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		15.58	15.58				11.90				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.2286	18.02	18.02				11.90				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		68.08	42.80				11.90				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		110.48	85.20				11.90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23					11.90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25				11.90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.05	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.05	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02									

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.05	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10.87	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	21.00	92.75	51.24	58.45	13.07		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	17.26	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23.29	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	45.00	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	17.26	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23.29	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	45.00	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.04	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	23.00	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	44.43	109.71	66.68	60.21	12.49		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.04	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	23.00	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	44.43	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	46.27	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	62.45	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	120.65	133.77	78.02	85.16	21.21		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	7.25	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	9.79	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	18.92	85.27	42.24	58.54	10.82		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.22	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	19.20	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	37.09	99.66	57.20	60.98	12.28		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	18.68	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	25.21	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	48.71	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	18.68	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25.21	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	48.71	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	18.68	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25.21	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	48.71	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.69										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	347.59	3,386.00	407.15	166.83	94.58		11.90				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.69										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	402.09	3,386.00	407.15	166.83	94.58		11.90				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	11.90										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	62.98										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	547.22	3,386.00	407.15	166.83	94.58		11.90				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.65										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	502.47										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,577.00	3,386.00	407.15	166.83	94.58		11.90				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	48.06										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	251.80										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,589.00	3,572.00	407.15	168.35	95.43		11.90				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	331.15	788.39	407.15	168.35	95.43		11.90				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84		11.90			1.83	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6784	0.6784								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00		11.90				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation -(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61		11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44				11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44				11.90				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		11.90				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61		11.90				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61		11.90				
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00		11.90				
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00						
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61		11.90				
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61		11.90				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03		11.90				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							OSS Rates($)									
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90				
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	21.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	29.62	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	57.22	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	21.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	29.62	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	57.22	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	UNDVX	ULDV4	22.81	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	UNDVX	ULDV4	30.79	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	UNDVX	ULDV4	59.48	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	35.28	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	47.63	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	92.01	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88	356.21	230.11		11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88	356.21	230.11		11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04										
	NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88	356.21	230.11		11.90				
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07				11.90				
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				11.90				
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				11.90				
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15				11.90				
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000203										
	LIDB Validation Per Query			OQU		0.0136959										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.13	55.13	55.13	55.13		11.90				
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03		11.90				
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00		11.90				
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03		11.90				
	Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05		11.90				
	Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05		11.90				
	Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05		11.90				
	Interoffice Transport - Dedicated - DS1 Per Mile					0.1856										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05		11.90				
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0.001024										
	CNAM for Non DB Owners, Per Query			OQV		0.001024										
	CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
	CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01		11.90				
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09		11.90				
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09		11.90				
LNP Query Service																
	LNP Charge Per query			OQV		0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71		11.90				
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40		11.90				
OPERATOR CALL PROCESSING																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Call					1.00										
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				11.90				
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				11.90				
Unbranding via OLNS for UNEP CLEC																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				11.90				
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE ACCESS SERVICE																
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
UNEP CLEC																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
Unbranding via OLNS for UNEP CLEC																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.55	93.55	12.71	12.71		11.90				
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		4,122.00	1,249.00				11.90				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					11.90				
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					11.90				
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00				11.90				
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83				11.90				
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54					11.90				
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54					11.90				
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89					11.90				
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64					11.90				
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40					11.90				
		Virtual Collocation - DS-1/DCS Cross Connects, PER 28 CKTS			AMTFS	VE11S	226.39	1,950.00					11.90				
		Virtual Collocation - DS-1.DSX Cross Connects, PER 28 CKTS			AMTFS	VE11X	11.51	1,950.00					11.90				
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	56.97	528.00					11.90				
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00					11.90				
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89					11.90				
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64					11.90				
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40					11.90				
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.524	11.57	11.57				11.90				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.524	11.57	11.57				11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.524	11.57	11.57				11.90				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0297	33.86	31.95				11.90				
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58		11.90				
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90				
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90				
	Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90				
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90				
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90				
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90				
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90				
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
	AIN SMS Access Service - Session, Per Minute					0.7809										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90				
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		38.06	38.06	15.86	15.86		11.90				
	AIN Toolkit Service - Query Charge, Per Query					0.0535927										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08		11.90				
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56				11.90				
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08		11.90				
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56				11.90				
ENHANCED EXTENDED LINK (EELs)																

NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;

NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.

NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		DS1 Channelization System Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	211.19	115.50	56.54	12.16	4.26		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	386.88	226.42	154.73	67.10	26.27		11.90				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	226.42	154.73	67.10	26.27		11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31		11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31		11.90				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31		11.90				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.66	6.71	4.84				11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81		11.90				
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	211.19										
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	6.71	4.84				11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31		11.90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31		11.90				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
	Optional Features & Functions:																
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49		11.90				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2.10	10.07	7.08				11.90				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.66	10.07	7.08				11.90				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.38	10.07	7.08				11.90				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07		11.90				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	13.76	10.07	7.08				11.90				
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.76	10.07	7.08				11.90				
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08				11.90				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80		11.90				
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80		11.90				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80		11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00				11.90				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80		11.90				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80		11.90				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80		11.90				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187		11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187		11.90				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				11.90				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00				11.90				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80		11.90				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26		11.90			1.83	
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10		11.90			1.83	
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93		11.90			1.83	
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00				11.90			1.83	
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23		11.90			1.83	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	End Office Switching Function, Per MOU					0.0007662										
	End Office Trunk Port - Shared, Per MOU					0.000164										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared, Per MOU					0.000235										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1.17	90.00	90.00				11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	90.00	90.00				11.90				
FEATURES																
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.102	0.102				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	31.87										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.17	90.00	90.00				11.90				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.17	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	2.26	0.00	0.00				11.90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.102	0.102				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.17	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				11.90				
FEATURES																
	All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00				11.90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.11										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.23										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.17	90.00	90.00				11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.17	90.00	90.00				11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	90.00	90.00				11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				11.90				
FEATURES																
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00				11.90				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.11										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.23										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			33.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.87										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.17	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	90.00	90.00				11.90				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	90.00	90.00				11.90				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	90.00	90.00				11.90				
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				11.90				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.62	250.00	250.00				11.90				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.21										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			28.28										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			46.53										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.50						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.57						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	37.82						11.90			1.83	
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.71	850.00	75.00				11.90			1.83	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.85	1.87				11.90				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87				11.90				
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				11.90			1.83	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90			1.83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90			1.83	
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32.09										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		38.15										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		59.94										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	24.71						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	30.77						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	52.56						11.90			1.83	
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	7.38	525.00	400.00				11.09			1.83	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	25.22	17.00				11.90			1.83	
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00				11.90				
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03		11.90			1.83	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00				11.90			1.83	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		156.18										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		181.87										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		274.25										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	73.44						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	99.13						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	191.51						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	82.74	1,150.00	1,150.00				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	84.17	61.38				11.90			1.83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.5412					11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.42	25.42				11.90			1.83	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48					11.90			1.83	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48					11.90			1.83	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48					11.90			1.83	
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90			1.93	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		128.39						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		154.08						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		246.46						11.90			1.83	
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	73.44						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	99.13						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	191.51						11.90			1.83	
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	54.95						11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		95.31	46.71				11.90			1.83	
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90			1.83	
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90			1.83	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90			1.83	
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90			1.83	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				11.90			1.83	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90			1.83	
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90			1.83	
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90			1.83	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	73.44	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	99.13	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	191.51	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00				11.90			1.83	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00				11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00				11.90			1.83	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00				11.90			1.83	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00				11.90			1.83	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,180.60	0.00	0.00				11.90			1.83	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00				11.90			1.83	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00				11.90			1.83	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,361.20	0.00	0.00				11.90			1.83	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00				11.90			1.83	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00				11.90			1.83	
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	96.77	4.24				11.90				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24		11.90				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00				11.90				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.38	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.38	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.38	0.00	0.00	0.00	0.00		11.90			1.83	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00		11.90			1.83	
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	25.40	13.41	3.96	3.93		11.90			1.83	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	78.16	18.42	56.03	10.95		11.90			1.83	
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				11.90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00				11.90			1.83	
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	31.87										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	14.00	90.00	90.00				11.90				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	31.87										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				11.90				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				11.90				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50				11.90				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				11.90				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				11.90				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50				11.90				
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			31.06										
	2-Wire VG Loop/Port Combo - Zone 3		3			45.87										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				11.90				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				11.90				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				11.90				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				11.90				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50				11.90				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				11.90				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.94										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			31.06										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			45.87										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.94										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	17.06										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.87										
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	14.00	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	14.00	90.00	90.00				11.90				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	14.00	90.00	90.00				11.90				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14.00	90.00	90.00				11.90				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50				11.90				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				11.90				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			69.50										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			74.57										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			92.82										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.50						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.57						11.90			1.83	
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	37.82						11.90			1.83	
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	55.00	850.00	75.00				11.90			1.83	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		850.00	75.00				11.90				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		850.00	75.00				11.90				
ADDITIONAL NRCs																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				11.90			1.83	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90			1.83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90			1.83	
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		94.71										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		100.77										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		122.56										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	24.71						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	30.77						11.90			1.83	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	52.56						11.90			1.83	
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	70.00	525.00	400.00				11.09			1.83	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	215.00	215.00				11.90			1.83	
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.26	0.00	0.00				11.90				
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03		11.90			1.83	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0091	0.00	0.00				11.90			1.83	
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		973.44										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		999.13										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,091.51										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	73.44						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	99.13						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	191.51						11.90			1.83	
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,150.00	1,150.00				11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00				11.90			1.83	
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.5412					11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.42	25.42				11.90			1.83	
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	20.00					11.90			1.83	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	20.00					11.90			1.83	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	20.00					11.90			1.83	
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90			1.93	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1856										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		128.39						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		154.08						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		246.46						11.90			1.83	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	73.44						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	99.13						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	191.51						11.90			1.83	
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,019.56	479.87	204.92	20.10		11.90			1.83	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		95.31	46.71				11.90			1.83	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		95.31	46.71				11.90			1.83	
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4											
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90			1.83	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90			1.83	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90			1.83	
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90			1.83	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90			1.83	
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90			1.83	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						11.90			1.83	
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				11.90			1.83	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90			1.83	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90			1.83	
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90			1.83	
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90			1.83	
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90			1.83	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	73.44	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	99.13	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	191.51	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	118.06	0.00	0.00				11.90			1.83	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00				11.90			1.83	
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00				11.90			1.83	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	708.36	0.00	0.00				11.90			1.83	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	944.48	0.00	0.00				11.90			1.83	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,180.60	0.00	0.00				11.90			1.83	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,416.72	0.00	0.00				11.90			1.83	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,888.96	0.00	0.00				11.90			1.83	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,361.20	0.00	0.00				11.90			1.83	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,833.44	0.00	0.00				11.90			1.83	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,305.68	0.00	0.00				11.90			1.83	
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l SOMAN
												OSS Rates($)				
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00				11.90				
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	950.00	600.00	200.00	30.00		11.90				
	Bipolar 8 Zero Substitution											11.90				
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	655.00				11.90				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		11.90			1.83	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	55.00	0.00	0.00	0.00	0.00		11.90			1.83	
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00		11.90			1.83	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	65.00	20.00		11.90			1.83	
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				11.90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00				11.90			1.83	
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		33.04										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		16.53										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		21.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37.85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.68										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.17						11.90				
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.17						11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	2.26						11.90				
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26						11.90				
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.81										
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42				11.90				
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82					11.90				
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31					11.90				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48					11.90				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		33.04										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		16.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		21.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37.85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.68										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.17						11.90				
AL, KY, LA, MS, SC, & TN Only																
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.17						11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							OSS Rates($)									
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.17						11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2.26										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26										
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95										
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69					11.90				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2	0.00	21.50	8.42				11.90				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48					11.90				
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.23										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							OSS Rates($)									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		33.04										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		16.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		21.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37.85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.68										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.17						11.90				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							OSS Rates($)									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17						11.90				
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.17						11.90				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.17						11.90				
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.17						11.90				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.17						11.90				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.17						11.90				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.17						11.90				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.17						11.90				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17						11.90				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17						11.90				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7384										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				11.90				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				11.90				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.81										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.69					11.90				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0091										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42				11.90				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32				11.90				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48					11.90				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.11										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.23										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		33.04										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		16.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		21.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37.85										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.68										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.17						11.90				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17						11.90				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17						11.90				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.17						11.90				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.17						11.90				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.17						11.90				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.17						11.90				
	Florida Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPHA	1.17						11.90				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPHB	1.17						11.90				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPHH	1.17						11.90				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	1.17						11.90				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPHZ	1.17						11.90				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17						11.90				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17						11.90				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7384										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70					11.90				
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26										
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				11.90				
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				11.90				
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				11.90				
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	8.81										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95										
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69					11.90				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	25.32										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42				11.90				
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32				11.90				
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82					11.90				
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82					11.90				
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48					11.90				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.21	42.54	31.33					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.41	42.54	31.33					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.08	42.54	31.33					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4		4	UEANL	UEAL2											
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92					18.94	8.42		
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33					18.94	8.42		
	Engineering Information Document (EI)			UEANL			28.72	28.72								
	Manual Order Coordiantion for UVL-SL1s (per loop)			UEANL	UEAMC		16.11	16.11								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		35.74	35.74								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X		11.02	44.69	25.65	7.06			18.94	8.42		
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X		12.72	44.69	25.65	7.06			18.94	8.42		
	2 Wire Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X		20.22	44.69	25.65	7.06			18.94	8.42		
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		16.11	16.11					18.94	8.42		
	Engineering Information Document			UEQ			28.72	28.72					18.94	8.42		
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					18.94	8.42		
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					18.94	8.42		
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)															
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR, UEPSB	UEALS,	10.80										
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR, UEPSB	UEABS	10.83										
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR, UEPSB	UEALS,	12.47										
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR, UEPSB	UEABS	12.47										
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR, UEPSB	UEALS	19.83										
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR, UEPSB	UEABS	19.83										
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.84	104.17	78.10					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.45	104.17	78.10					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.92	104.17	78.10					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.84	104.17	78.10					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.45	104.17	78.10					18.94	8.42		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.92	104.17	78.10					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
	4-WIRE ANALOG VOICE GRADE LOOP															

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	22.26	206.95	170.57					18.94	8.42		
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	25.70	206.95	170.57					18.94	8.42		
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	40.86	206.95	170.57					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		35.74									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	233.38	180.35					18.94	8.42		
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	233.38	180.35					18.94	8.42		
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	233.38	180.35					18.94	8.42		
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		35.74									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.89	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	25.27	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	40.17	44.69	31.55	25.65	7.06			18.94	8.42		
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		35.74									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	9.09	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	14.46	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	14.46	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	10.39	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	12.00	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	25.65	7.06			18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		35.74									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	55.53	429.98	268.18					18.94	8.42		
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	64.13	429.98	268.18					18.94	8.42		
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	101.93	429.98	268.18					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		35.74									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	25.75	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	29.74	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	47.27	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.75	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	29.74	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	47.27	348.55	241.20					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		35.74									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.75	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	29.74	348.55	241.20					18.94	8.42		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	47.27	348.55	241.20					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		35.74									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	35.56	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	41.07	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	65.28	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.56	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	41.07	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.28	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	12.02	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	12.02	44.69	31.55	25.65	7.06			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	35.56	44.69	31.55	25.65	7.06			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	41.07	44.69	31.55	25.65	7.06			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	65.28	44.69	31.55	25.65	7.06			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	35.56	44.69	31.55	25.65	7.06			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	41.07	44.69	31.55	25.65	7.06			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	65.28	44.69	31.55	25.65	7.06			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		16.11	16.11								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		0.00	0.00					18.94	8.42		
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		0.00	0.00					18.94	8.42		
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		0.00	0.00					18.94	8.42		
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		0.00	0.00					18.94	8.42		
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		0.00	0.00					18.94	8.42		
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		421.08	421.08					18.94	8.42		
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		394.74	394.74					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		154.57	154.57					18.94	8.42		
		Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
		Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	2.74	4.96	4.96	1.74	1.74			18.94	8.42		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12	207.01	171.32					18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	8.32	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.37	2.48	41.59	115.85	19.17			18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC) - Intermediary Access Terminal (IAT)			UEANL	USBRC	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC) - Intermediary Access Terminal (IAT)			UEANL	USBRD	2.74	4.96	4.96	1.74	1.74			18.94	8.42		
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.96	176.46	55.11	122.17	19.57			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.22	34.22								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.84	8.42		
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42		
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.22	34.22								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.22	34.22								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines	I		UENTW	UND12		86.37	56.69					18.94	8.42		
	Network Interface Device (NID) - 1-6 lines	I		UENTW	UND16		127.93	98.21					18.94	8.42		
	Network Interface Device Cross Connect - 2 W	I		UENTW	UNDC2		6.15	6.15					18.94	8.42		
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		6.15	6.15								
SUB-LOOPS																
Sub-Loop Feeder																
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		421.08						18.94	8.42		
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		67.10	67.10					18.94	8.42		
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		521.57	11.30					18.94	8.42		
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58	206.44	170.05					18.94	8.42		
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58	206.44	170.05					18.94	8.42		
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58	206.44	170.05					18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58			18.94	8.42		
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		35.74									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG	79.30	203.69	128.76	124.09	34.80			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		35.74									
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH	7.22	195.38	63.15	119.68	29.58			18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		35.74									
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ	13.72	243.41	81.32	134.77	33.93			18.94	8.42		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		35.74									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	USBFN	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		35.74									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		35.74									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	12.80										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	329.94	3,380.00	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	12.80										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	372.78	3,380.00	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	9.71										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	57.79										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	524.13	3,380.00	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	11.95										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	519.09										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,570.00	3,380.00	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	39.20										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	259.99										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,505.00	3,566.00	406.50	163.61	92.75			18.94	8.42		
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	323.43	787.13	406.50	163.61	92.75			18.94	8.42		
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	441.42	650.81	650.81					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	52.97	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	478.93	650.81	650.81					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.26	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	126.57	92.14	33.57	9.40			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.67	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	8.90										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	390.34	639.50	426.40					37.55	37.55	18.03	18.03
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	8.90										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	421.59	639.50	426.40					37.55	37.55	18.03	18.03
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		35.00	35.00								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		45.00	45.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.075	0.075								
HIGH FREQUENCY SPECTRUM																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	131.00	0.00	0.00	0.00	0.00			18.94	8.42		
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	32.00	0.00	0.00	0.00	0.00			18.94	8.42		
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	11.00	0.00	0.00	0.00	0.00			18.94	8.42		
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		0.00	0.00	0.00	0.00			18.94	8.42		
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	10.51	7.70	0.00	0.00			18.94	8.42		
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		36.23	13.23					18.94	8.42		
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		36.23	13.23					18.94	8.42		
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			18.94	8.42		
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	53.48	34.48	16.45	12.75			18.94	8.42	19.99	19.99
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	53.48	34.48	16.45	12.75			18.94	8.42	19.99	19.99
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	32.00	0.00	0.00	0.00	0.00						
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00			18.94		19.99	
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	10.51	7.70	0.00	0.00			18.94	8.42	19.99	19.99
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	10.51	7.70	0.00	0.00			18.94	8.42	19.99	19.99
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		2.00	3.00					18.94	8.42	19.99	19.99
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS	1.00	2.00	3.00	4.00	5.00			18.94	8.42	19.99	19.99
UNBUNDLED DEDICATED TRANSPORT																
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	17.07	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	17.07	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.45	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.45	79.61	36.08					18.94	18.94		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.4523										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	78.47	147.07	111.75					18.94	18.94		
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	788.00	511.10	330.77					37.55	37.55	18.03	18.03
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.72										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	783.63	511.10	449.91					61.19	61.19	3.17	3.17
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	13.91	382.95	62.40					18.94	8.42		
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	13.91	382.95	62.40					18.94	18.94		
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	14.99	368.44	64.05					18.94	8.42		
		Local Channel - Dedicated - DS1			ULDD1	ULDF1	38.36	356.15	312.89					44.22	44.22	18.03	18.03
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	6.92										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	515.91	639.50	426.31					37.55	37.55	18.03	18.03
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	517.56	639.50	426.31					18.94	18.94		
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	44.22										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,355.29	273.69					18.94	18.94		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	44.22										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,355.29	273.69					18.94	18.94		
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	44.22										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,355.29	273.69					18.94	18.94		
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0004868										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		6.57	0.76					18.94	18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			12.81	1.45					18.94	18.94		
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		12.81	1.45					18.94	18.94		
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.46	2.23					18.94	18.94		

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.22	2.99					18.94	18.94		
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		7.33	0.76					18.94	18.94		
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.72	4.46					18.94	18.94		
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000338										
	LIDB Validation Per Query			OQU		0.0105974										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		50.30						18.94	18.94		
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	133.99										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.000087										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.05	131.96	131.96					18.94	18.94		
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.05	131.96	131.96					18.94	18.94		
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000354										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	340.67										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					18.94	18.94		
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					18.94	18.94		
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0.01										
	CNAM for Non DB Owners, Per Query			OQV		0.01										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					18.94	18.94		
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Svcs - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00					19.99	19.99		
Unbranding via OLNS for UNEP CLEC																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE ACCESS SERVICE																
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		180.62	180.62					33.67	7.88		
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,848.30	2,848.30					19.99	19.99		
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00					19.99	19.99		
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0283	24.56	23.56	9.20	8.30			19.99	19.99	19.99	19.99
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0566	24.75	23.70	9.03	8.10			19.99	19.99	19.99	19.99
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.88	41.72	30.36	10.43	8.36			2.20	2.20		
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.76	51.03	39.67	13.71	11.65			2.20	2.20		
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00					19.99	19.99		
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83					19.99	19.99		
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0023										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		553.43						19.99			
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43						19.99			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					19.99	19.99		
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					19.99	19.99		
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					19.99	19.99		
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					19.99	19.99		
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					19.99	19.99		
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60					18.94	8.42		
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.03	24.56	23.56	9.20	8.30			19.99	19.99		
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0318	11.94	11.46					19.99	19.99		
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		391,788.00						19.99	19.99	19.99	19.99
		End Office Establishment			SRC	SRCEO		320.53	320.53					19.99	19.99	19.99	19.99
		Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06					19.99	19.99	19.99	19.99
		Query NRC, per query			SRC		0.000448										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		90.25	90.25					18.94	18.94		
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		29.66	29.66					18.94	18.94		
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		29.66	29.66					18.94	18.94		
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		84.43	84.43					18.94	18.94		
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		35.44	35.44					18.94	18.94		
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0023										
		AIN SMS Access Service - Session, Per Minute					0.0795604										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		86.74	86.74					18.94	18.94		
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,348.00	8,348.00					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		19.13	19.13					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		114.80	114.80					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		19.13	19.13					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		70.06	70.06					18.94	18.94		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		70.06	70.06					18.94	18.94		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		70.06	70.06					18.94	18.94		
		AIN Toolkit Service - Query Charge, Per Query					0.0209223										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0053137										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.46										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	15.96	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.0861109	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.87	22.64	22.64					18.94	18.94		
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0028704	22.64	22.64					18.94	18.94		
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.10					18.94	8.42		
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		DS1 Channelization System Per Month			UNC1X	MQ1	126.22										
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.10					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	22.26	206.95	170.57					18.94	8.42		
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	126.22										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	22.26	206.95	170.57					18.94	8.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.17	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.75	384.56	241.20					18.94	8.42		
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	126.22										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.75	384.56	241.20					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					18.94	8.42		
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.75	348.55	241.20					18.94	8.42		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	126.22										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.75	348.55	241.20					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.86	12.02	8.66					18.94	8.42		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.4523										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.72										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	788.00	198.45	153.15					37.55	37.55	18.03	18.03
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	137.73	196.66	204.61					18.94	8.42		
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		12.97	11.27					45.46	15.72		
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.10					18.94	8.42		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.10					18.94	8.42		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.10					18.94	8.42		
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0222										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	17.07	79.61	36.08					18.94	18.94		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	22.26	206.95	170.57					18.94	8.42		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	25.70	206.95	170.57					18.94	8.42		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	40.86	206.95	170.57					18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0222										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.07	79.61	36.08					18.94	18.94		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		12.97	11.27					45.46	15.72		
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	8.90										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	390.34	639.50	426.40					37.55	37.55	18.03	18.03
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.72										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	788.00	198.45	153.15					37.55	37.55	18.03	18.03
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		12.97	11.27					45.46	15.72		
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	8.90										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	421.59	639.50	426.40					37.55	37.55	18.03	18.03
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.72										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	783.63	198.45	449.91					37.55	37.55	18.03	18.03
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		12.97	11.27					45.46	15.72		
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.89	233.38	180.38					18.94	8.42		
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	25.27	233.38	180.38					18.94	8.42		
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	40.17	233.38	180.38					18.94	8.42		
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.4523										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	78.47	194.63	141.51					33.63	27.49	19.88	11.85
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	126.22										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.37	12.02	8.66					33.63	27.49	19.88	11.85
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.89	233.38	180.38					18.94	8.42		
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.27	233.38	180.38					18.94	8.42		
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	40.17	233.38	180.38					18.94	8.42		
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.37	12.02	8.66					33.63	27.49	19.88	11.85
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.72										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	783.63	198.45	449.91					37.55	37.55	18.08	18.03
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	182.04	196.66	204.61					37.55	37.55	18.08	18.03
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					37.55	37.55	18.08	18.03
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	55.53	443.20	138.69					18.94	8.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	64.13	443.20	138.69					18.94	8.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	101.93	443.20	138.69					18.94	8.42		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.02	12.02	8.66					18.94	8.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.75	384.56	241.20					18.94	8.42		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	29.74	384.56	241.20					18.94	8.42		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	47.27	384.56	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0222										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	16.45	147.07	111.75					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		12.97	11.27					45.46	15.72		
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.75	348.55	241.20					18.94	8.42		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	29.74	348.55	241.20					18.94	8.42		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	47.27	348.55	241.20					18.94	8.42		
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0222										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	16.45	147.07	111.75					33.63	27.49	19.88	11.85
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		12.97	11.27					45.46	15.72		
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		12.97	11.27					18.94	18.94		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		12.97	11.27					18.94	18.94		
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	13.91	272.07	60.43					18.94	18.94		
		Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	14.99	272.07	60.43					18.94	18.94		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1			UNC1X	ULDF1	38.36	356.15	312.89								
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	6.92										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	515.91	639.50	426.31					18.94	18.94		
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	6.92										
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	517.56	639.50	426.31					18.94	18.94		
	Optional Features & Functions:															
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	126.22	198.22	123.59					14.75	6.55	10.70	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.86	12.02	8.66					14.75	6.55	10.60	
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.37	12.02	8.66					14.75	6.55	10.60	
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.17	12.02	8.66					14.75	6.55	10.60	
	DS3 to DS1 Channel System per month			UXTD3	MQ3	182.04	265.91	188.78					14.75	6.55	10.60	
	STS1 to DS1 Channel System per month			UXTS1	MQ3	182.04	265.91	188.78					18.94	18.94		
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	11.02	12.02	8.66					14.75	6.55	10.60	
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.02	12.02	8.66					14.75	6.55		
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	11.02	12.02	8.66					14.75	6.55		
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.85	17.16	17.16					18.94	8.42		
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.85	17.16	17.16					18.94	8.42		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.85	17.16	17.16					18.94	8.42		
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.85		17.16					18.94	8.42		
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					18.94	8.42		
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					18.94	8.42		
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.85	17.16	17.16					18.94	8.42		
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.85	17.16	17.16					18.94	8.42		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.85	17.16	17.16					18.94	8.42		
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.85	17.16	17.16					18.94	8.42		
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					18.94	8.42		
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					18.94	8.42		
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.85	17.16	17.16					18.94	8.42		
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.85	17.16	17.16					18.94	8.42		
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.85	17.16	17.16					18.94	8.42		
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.85	17.16	17.16					18.94	8.42		
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.85	17.16	17.16					18.94	8.42		
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.85	17.16	17.16					18.94	8.42		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.85	17.16	17.16					18.94	8.42		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.85	17.16	17.16					18.94	8.42		
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					18.94	8.42		
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00					18.94	8.42		
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					2.05	17.16	17.16					18.94	8.42		
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	11.35	61.91	61.91					19.99	19.99	19.99	19.99
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	120.80	108.38	60.88					19.99	19.99	19.99	19.99
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.47	47.37	47.37					39.98	39.98		
	All Features Offered			UEPTX UEPSX	UEPVF	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	163.16	186.80	186.80					37.88	37.88		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0016333										
	End Office Trunk Port - Shared, Per MOU					0.0001564										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0006757										
	Tandem Trunk Port - Shared, Per MOU					0.0002126										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.000008										
	Common Transport - Facilities Termination Per MOU					0.0004152										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	19.83										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.79	22.14	15.25	8.45	3.91			37.06	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.01	0.3108					33.67	7.88		
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	19.83										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.01	0.3108								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.01	0.3108					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59										
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26										
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	19.83										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.79	22.14	15.25	8.45	3.91			37.06	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
															11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					33.67	7.88	11.17	3.91
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.01	0.3108					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.69										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			14.36										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			21.72										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	19.83										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)			UEPCO	UEPGB	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)			UEPCO	UEPCH	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.89	22.14	15.25	8.45	3.91			33.67	7.88	11.17	3.91
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.59	0.00	0.00					33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.01	0.3108					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.01	0.31					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			28.19										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.80										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			42.27										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.84	104.17	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.45	104.17	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.92	104.17	104.10								
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	11.35	61.91	61.91					33.67	7.88		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		93.38	93.38					33.67	7.88		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		93.38	93.38					33.67	7.88		
	ADDITIONAL NRCs															
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		35.36										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		38.74										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		53.64										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.89	252.32	188.77					19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	25.27	252.32	188.77					19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.17	252.32	188.77					19.99	19.99		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	13.47	47.37	47.37					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	93.38	93.38					19.99	19.99		
ADDITIONAL NRCs																
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		165.95						19.99	19.99		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00					19.99	19.99		
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	16.47	79.61	36.08					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0222	0.00	0.00				0.00				
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		218.69										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		227.29										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		265.09										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	55.53	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	64.13	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	101.93	448.92	276.60					19.99	19.99		
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	163.16	186.80	186.80					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	269.96	269.96					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9686									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.75	22.75								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		45.49	45.49								
LOCAL NUMBER PORTABILITY																

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.71						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	28.71						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	28.71						19.99	19.99		
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	78.9223	147.07	111.75	0.00				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.4523										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		176.33										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		184.93										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		222.73										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	55.53	448.92	276.00					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	64.13	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	101.93	448.92	276.60					19.99	19.99		
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	120.80	89.44	52.46					19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		269.96	269.96					19.99	19.99		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		147.47	147.47								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.71	28.71					19.99	19.99		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	78.47	147.07	111.75					19.99	19.99		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.4523	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.4523	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.4523	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15										
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	55.53	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	64.13	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	101.93	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	102.64	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	205.28	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	410.56	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	615.84	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	821.12	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,026.40	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,231.68	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,642.24	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,052.80	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,463.36	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,873.92	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	328.35	16.52					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	738.61	462.53	144.05	17.09			19.99	19.99		
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			33.67	7.88		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			33.67	7.88		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	11.35	0.00	0.00	0.00	0.00			33.67	7.88		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.09	13.25	3.99	3.97			33.67	7.88		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	77.21	18.20	56.49	11.04			33.67	7.88		
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	19.83										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	19.83										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	19.83										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					33.67	7.88	11.17	3.91
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			24.80										
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47										
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83										
UNE Loop Rates																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					33.67	7.88	11.17	3.91
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					33.67	7.88	11.17	3.91
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					33.67	7.88	11.17	3.91
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			24.80										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			26.47										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			33.83										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.80										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	12.47										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	19.83										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)			UEPCO	UEPGB	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+,and Local (GA)			UEPCO	UEPCH	14.00	90.00	90.00					33.67	7.88	11.17	3.91
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEPCO	UEPRJ	14.00	90.00	90.00					33.67	7.88	11.17	3.91

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14.00	90.00	90.00					33.67	7.88	11.17	3.91
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					33.67	7.88	11.17	3.91
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					33.67	7.88	11.17	3.91
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					33.67	7.88	11.17	3.91
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			99.84										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			102.45										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			113.92										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.84	104.78	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	19.45	104.78	78.10								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	30.92	104.78	104.10								
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	83.00	850.00	75.00					33.67	7.88		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		850.00	75.00					33.67	7.88		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		850.00	75.00					33.67	7.88		
ADDITIONAL NRCs																
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		81.89										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		85.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		100.17										
UNE Loop Rate																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.89	252.32	188.77					19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	25.27	252.32	188.77					19.99	19.99		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.17	252.32	188.77					19.99	19.99		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	60.00	525.00	400.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	215.00	215.00					19.99	19.99		
ADDITIONAL NRCs																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		165.95						19.99	19.99		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00					19.99	19.99		
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	16.47	79.61	36.08					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0222	0.00	0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		955.53										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		964.13										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,001.93										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	55.53	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	64.13	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	101.93	448.92	276.60					19.99	19.99		
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,200.00	1,200.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9686									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.75	22.75								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		45.49	45.49								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.71						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	28.71						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	28.71						19.99	19.99		
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	78.9223	147.07	111.75	0.00				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.4523										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		176.33										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		184.93										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		222.73										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	55.53	448.92	276.00					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	64.13	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	101.93	448.92	276.60					19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,011.43	477.87	206.70	20.70			19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		269.96	269.96					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		269.96	269.96					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		147.47	147.47								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.71	28.71					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.71	28.71					19.99	19.99		
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	78.47	147.07	111.75					19.99	19.99		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.4523	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.4523	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.4523	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15										
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	55.53	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	64.13	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	101.93	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	102.64	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	205.28	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	410.56	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	615.84	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	821.12	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,026.40	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,231.68	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,642.24	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,052.80	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,463.36	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,873.92	0.00	0.00					19.99	19.99		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00					19.99	19.99		
System Additions Where Currently Combined and New (Not Currently Combined)																
In Top 8 MSAs and AL, FL, and NC Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	950.00	600.00	200.00	30.00			19.99	19.99		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			33.67	7.88		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			33.67	7.88		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			33.67	7.88		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	83.00	0.00	0.00	0.00	0.00			33.67	7.88		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	40.00	20.00	6.00	5.00			33.67	7.88		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	110.00	30.00	65.00	20.00			33.67	7.88		
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.59										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		14.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		21.62										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		21.24										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		32.71										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	30.92										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Georgia and Florida Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	454.69									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	11.35	61.91	61.91					33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0222										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	659.41						33.67	7.88		
	Secondary Block, per Block			UEP91	M2CC1	0.00	77.10						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	71.88						33.67	7.88		
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.59										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		14.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		21.62										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.63										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		21.24										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32.71										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.92										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
FL & GA Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00							33.67	7.88		
	All Select Features Offered, per port			UEP95	UEPVS	0.00	454.69						33.67	7.88		
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00							33.67	7.88		
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	11.35	61.91	61.91					33.67	7.88		
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	120.80	89.44	52.46					33.67	7.88		
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.71						33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0222										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	659.41						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	71.88						33.67	7.88		
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.59										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		14.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		21.62										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		21.24										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		32.71										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.80										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	12.47										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	19.83										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.84										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	19.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	30.92										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	FL & GA Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPHC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPHD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPHE	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPHF	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPHG	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPHT	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPHU	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPHV	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPH3	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.79	22.14	15.25	8.45	3.91			33.67	7.88		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPHZ	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5554										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	454.69						33.67	7.88		
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00					33.67	7.88		
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00					33.67	7.88		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	11.35										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	120.80	89.44	52.46					33.67	7.88		
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	28.71						33.67	7.88		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	17.07										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0222										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.01	0.3108					33.67	7.88		
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	659.41						33.67	7.88		
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	659.41						33.67	7.88		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	71.88						33.67	7.88		

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Centrex Intercom Funtionality, per port			UEP9E	URECS											
	4-Wire Digital (1.544 Megabits)																
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (KY)				SOMAN				0.99							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65		7.86				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65		7.86				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65		7.86				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88				7.86				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16				7.86				
	Engineering Information Document (EI)			UEANL			13.49	13.49								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65		7.86				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65		7.86				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65		7.86				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Engineering Information Document			UEQ			13.49	13.49								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	46.88				7.86				
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16				7.86				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65		7.86				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65		7.86				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65		7.86				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65		7.86				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65		7.86				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65		7.86				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88		7.86				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88		7.86				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88		7.86				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66		7.86				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66		7.86				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83		7.86				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83		7.86				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83		7.86				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.01									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	18.44	146.77	95.02	71.38	13.83		7.86				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	25.08	146.77	95.02	71.38	13.83		7.86				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	42.87	146.77	95.02	71.38	13.83		7.86				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47		7.86				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47		7.86				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54		7.86				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54		7.86				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54		7.86				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54		7.86				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54		7.86				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54		7.86				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69		7.86				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69		7.86				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80		7.86				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80		7.86				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55		7.86				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55		7.86				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.01									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66		7.86				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66		7.86				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54		7.86				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	24.91	140.95	78.70	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	36.94	140.95	78.70	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	69.95	140.95	78.70	69.09	11.54		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	24.91	120.15	67.97	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	36.94	120.15	67.97	69.09	11.54		7.86				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	69.95	120.15	67.97	69.09	11.54		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69		7.86				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69		7.86				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69		7.86				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	46.91	170.31	108.06	74.95	14.69		7.86				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	45.78	170.31	108.06	74.95	14.69		7.86				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	171.34	170.31	108.06	74.95	14.69		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	46.91	149.52	97.33	74.95	14.69		7.86				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	45.78	149.52	97.33	74.95	14.69		7.86				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	171.34	149.52	97.33	74.95	14.69		7.86				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		9.24	9.24				7.86				
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		342.24	342.24				7.86				
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		9.24	9.24				7.86				
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24				7.86				
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		10.47	10.47				7.86				
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91				7.86				
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		12.50	12.50				7.86				
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87				7.86				
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04				7.86				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90		7.86				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90		7.86				
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90		7.86				
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88		7.86				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88		7.86				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88		7.86				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90		7.86				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88		7.86				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90		7.86				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90		7.86				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90		7.86				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88		7.86				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88		7.86				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88		7.86				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23				7.86				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23				7.86				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		7.97	7.97				7.86				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51				7.86				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47				7.86				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91				7.86				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56				7.86				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56				7.86				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		207.91					7.86				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		12.50	12.50				7.86				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		527.98	11.32				7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	7.67	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.70	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	19.53	114.83	64.61	72.34	17.21		7.86				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.01									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	7.67	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.70	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	19.53	114.83	64.61	72.34	17.21		7.86				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.01									

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	7.67	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.70	114.83	64.61	72.34	17.21		7.86				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	19.53	114.83	64.61	72.34	17.21		7.86				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.01									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	22.82	131.73	79.98	81.82	51.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.24	131.73	79.98	81.82	51.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	61.41	131.73	79.98	81.82	51.56		7.86				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.01									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	22.82	131.73	79.98	81.82	51.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.24	131.73	79.98	81.82	51.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	61.41	131.73	79.98	81.82	51.56		7.86				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.01									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	13.00	131.79	80.04	74.16	16.60		7.86				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	16.95	131.79	80.04	74.16	16.60		7.86				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	28.95	131.79	80.04	74.16	16.60		7.86				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.01									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	13.00	131.79	80.04	74.16	16.60		7.86				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	16.95	131.79	80.04	74.16	16.60		7.86				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	28.95	131.79	80.04	74.16	16.60		7.86				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	62.57	125.43	73.68	81.82	21.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	87.71	125.43	73.68	81.82	21.56		7.86				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	273.33	125.43	73.68	81.82	21.56		7.86				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.01									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	6.44	105.31	53.57	71.16	13.61		7.86				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.78	105.31	53.57	71.16	13.61		7.86				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.25	105.31	53.57	71.16	13.61		7.86				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.01									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	11.33	125.55	73.80	77.12	16.86		7.86				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.18	125.55	73.80	77.12	16.86		7.86				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	10.32	125.55	73.80	77.12	16.86		7.86				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.01									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	20.78	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	26.41	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	23.10	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	20.78	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	26.41	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	23.10	125.43	73.68	81.82	21.56		7.86				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.01									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	20.78	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	26.41	125.43	73.68	81.82	21.56		7.86				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	23.10	125.43	73.68	81.82	21.56		7.86				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.01									

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.38										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	346.30	3,386.00	407.14	160.86	91.19		7.86				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.38										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	372.80	3,386.00	407.14	160.86	91.19		7.86				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	11.67										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	58.27										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	564.68	3,386.00	407.14	160.86	91.19		7.86				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.36										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	658.35										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,778.00	3,386.00	407.14	160.86	91.19		7.86				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	47.11										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	330.39										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,533.00	3,571.00	407.14	160.86	91.19		7.86				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	372.76	788.37	407.14	160.86	91.19		7.86				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	423.72	359.34	359.34				7.86				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	51.60	149.72	149.72				7.86				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	460.27	359.34	359.34				7.86				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	86.95	149.72	149.72				7.86				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.90	71.69	51.51	22.99	6.00		7.86				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.78	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.78	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.95	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.58	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.90	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	33.74	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.23	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.23	16.59	16.50	8.42	8.37		7.86				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.23	16.59	16.50	8.42	8.37		7.86				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.25										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42		7.86				
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42		7.86				
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.67	0.67								
HIGH FREQUENCY SPECTRUM																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00		7.86				
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00		7.86				
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	16.94	377.71	0.00	357.29	0.00		7.86				
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.62	0.00	100.40	0.00		7.86				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	37.16	21.28	20.17	9.90		7.86				
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43				7.86				
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43				7.86				
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		7.86				
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87		7.86				
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87		7.86				
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	50.83	377.71	0.00	357.29	0.00		7.86				
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00		7.86				
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.16	21.28	20.17	9.90		7.86				
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.16	21.28	20.17	9.90		7.86				
UNBUNDLED DEDICATED TRANSPORT																
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75		7.86				
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75		7.86				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75		7.86				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75		7.86				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75		7.86				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49		7.86				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75		7.86				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75		7.86				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	18.57	265.78	46.96	46.79	4.98		7.86				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	18.57	265.78	46.96	46.79	4.98		7.86				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	19.86	266.48	47.65	47.54	5.73		7.86				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	40.46	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	43.39	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	164.50	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.74										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	576.05	551.38	338.08	173.00	120.42		7.86				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.74										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	543.24	551.38	338.08	173.00	120.42		7.86				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	47.01										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		732.53	192.67	377.27	241.67		7.86				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	30.74										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		732.53	192.67	377.27	241.67		7.86				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	47.01										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		732.53	192.67	377.27	241.67		7.86				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006478										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.14	0.70				7.86				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	7.08	0.86		7.86				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	7.08	0.86		7.86				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.14	2.07				7.86				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				7.86				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				7.86				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.14	4.14				7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening w/ 8FL No. Delivery,			OHD		0.0006478										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery,			OHD		0.0006478										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.000023										
		LIDB Validation Per Query			OQU		0.0137322										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.12		67.59			7.86				
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000656										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45		7.86				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	20.71	43.56	43.56	22.45	22.45		7.86				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000164										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43		7.86				
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43		7.86				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					18.57	265.78	46.96	46.79	4.98			18.94	18.94		
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0115										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					29.11	47.34	31.78	22.77	8.75			18.94	18.94		
		Local Channel - Dedicated - DS1 - Zone 1					40.46	209.60	176.51	30.21	21.07			18.94	18.94		
		Local Channel - Dedicated - DS1 - Zone 2					43.39	209.60	176.51	30.21	21.07			18.94	18.94		
		Local Channel - Dedicated - DS1 - Zone 3					164.50	209.60	176.51	30.21	21.07			18.94	18.94		
		Interoffice Transport - Dedicated - DS1 Per Mile					0.23										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					96.04	105.52	98.46	23.09	20.49			18.94	18.94		
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30		7.86				
		CNAM For Non DB Owners - Service Establishment			OQV			25.34	25.34	23.30	23.30		7.86				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,591.54	1,177.08	431.95	317.61		7.86				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.40	393.74	438.93	317.61		7.86				
		CNAM for DB Owners, Per Query			OQV		0.0010348										
		CNAM for Non DB Owners, Per Query			OQV		0.0010348										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00				7.86				
LNP Query Service																	
		LNP Charge Per query					0.0008695										
		LNP Service Establishment Manual						13.82	13.82	12.71	12.71		7.86				
		LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61		7.86				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																	

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				7.86				
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				7.86				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				7.86				
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.53	93.53	15.58	15.58		7.86				
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,419.86	2,419.86	1.01	1.01		7.86				
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11	1,729.11	45.16	45.16		7.86				
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	8.06										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95		7.86				
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46		7.86				
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84		7.86				
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.54	34.09								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95		7.86				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57		7.86				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.309	24.68	23.68	12.14	10.95		7.86				
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95		7.86				
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,401.00	193,401.00	9,483.34	9,483.34		7.86				
	End Office Establishment			SRC	SRCEO		194.09	194.09	0.85	0.85		7.86				
	Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06				7.86				
	Query NRC, per query			SRC		0.0037502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.55	43.55	44.93	44.93		7.86				
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		7.86				
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.65	38.65	29.88	29.88		7.86				
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.08	75.08	12.93	12.93		7.86				
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0025										
	AIN SMS Access Service - Session, Per Minute					0.666										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4608										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.55	43.55	44.93	44.93		7.86				
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,436.93	8,436.93				7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03		7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		51.01	51.01	18.50	18.50		7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		51.01	51.01	18.50	18.50		7.86				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		51.01	51.01	18.50	18.50		7.86				
	AIN Toolkit Service - Query Charge, Per Query					0.0549207										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0066492										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	7.87	8.64	8.64	6.08	6.08		7.86				
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.26	9.56	9.56				7.86				
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.72	8.64	8.64	6.08	6.08		7.86				
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.11	9.56	9.56				7.86				
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
	DS1 Channelization System Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86				
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.62	6.71	4.84				7.86				
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84		7.86				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84		7.86				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84		7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84		7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84				7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84		7.86				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84		7.86				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84		7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84				7.86				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84		7.86				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84				7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84		7.86				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84		7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84				7.86				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84		7.86				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84		7.86				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84				7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86				
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39		7.86				
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30		7.86				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84		7.86				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84		7.86				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84		7.86				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84		7.86				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84		7.86				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84		7.86				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.25										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67		7.86				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.25										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67		7.86				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84		7.86				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84		7.86				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84		7.86				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67		7.86				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.84	6.71	4.84				7.86				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84		7.86				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84		7.86				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84		7.86				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.84	6.71	4.84				7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39		7.86				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30		7.86				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97		7.86				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97		7.86				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97		7.86				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80	6.71	4.84				7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84		7.86				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84		7.86				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84		7.86				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84		7.86				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84		7.86				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84		7.86				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42		7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17		7.86				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	11.17	11.17		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	11.17	11.17		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	11.17	11.17		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	11.17	11.17		7.86				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	11.17	11.17		7.86				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	18.57	265.78	46.96	46.79	4.98		7.86				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	19.86	266.48	47.65	47.54	5.73		7.86				
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	40.46	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	43.39	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	164.50	209.60	176.51	30.21	21.07		7.86				
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.74										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	576.05	551.38	338.08	173.00	120.42		7.86				
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	8.74										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	543.24	551.38	338.08	173.00	120.42		7.86				
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	113.33	101.40	71.60	13.79	13.04		7.86				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.32	10.07	7.08				7.86				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.84	10.07	7.08				7.86				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.6228	10.07	7.08				7.86				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	158.20	199.23	118.62	50.16	48.59		7.86				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	158.20	199.23	118.62	50.16	48.59		7.86				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	11.80	10.07	7.08				7.86				
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.80	10.07	7.08				7.86				
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	11.80	10.07	7.08				7.86				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPRM	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.49	3.74	3.63	2.23	2.13		7.86				
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				7.86				
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				7.86				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.49	3.74	3.63	2.23	2.13		7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.49	3.74	3.63	2.23	2.13		7.86				
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPBM	1.49	3.74	3.63	2.23	2.13		7.86				
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.49	3.74	3.63	2.23	2.13		7.86				
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				7.86				
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				7.86				
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXG	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled PBX Kentucky Premium Callling Port			UEPSP	UEPXH	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 2-Way PBX Kentucky Area Callling Port Without LUD			UEPSP	UEPXJ	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.49	39.05	18.17	15.38	0.89		7.86				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.49	39.05	18.17	15.38	0.89		7.86				
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				7.86				
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00				7.86				
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					1.49	3.74	3.63	2.23	2.13		7.86				
	Local Switching Features offered with Port																
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange port - 4-wire ISDN trunk port -all available features included				UEPEX	101.60	188.36	95.15	61.92	22.67		7.86				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	EXCHANGE PORT RATES																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	10.51	92.18	15.82	52.16	5.30		7.86				
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	74.77	164.86	77.74	60.69	3.86		7.86				
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.46	60.60	50.67	32.83	14.17		7.86				
		All Features Offered			UEPTX UEPSX	UEPVF	0.00	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	101.60	188.36	95.15	61.92	22.67		7.86				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0011971										
	End Office Trunk Port - Shared, Per MOU					0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000194										
	Tandem Trunk Port - Shared, Per MOU					0.0002416										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.000003										
	Common Transport - Facilities Termination Per MOU					0.0007466										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67		7.86				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				7.86				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				7.86				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				7.86				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				7.86				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.15	21.29	15.49	2.85	2.67		7.86				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				7.86				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				7.86				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				7.86				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				7.86				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.59										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67		7.86				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				7.86				
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				7.86				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				7.86				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				7.86				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				7.86				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				7.86				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.59										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	21.29	15.49	2.85	2.67		7.86				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	21.29	15.49	2.85	2.67		7.86				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	21.29	15.49	2.85	2.67		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	21.29	15.49	2.85	2.67		7.86				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				7.86				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				7.86				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				7.86				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				7.86				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				7.86				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10.79										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15.52										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			31.74										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.59										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.91						7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.91						7.86				
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	21.29	15.49	2.85	2.67						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				7.86				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				7.86				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				7.86				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			21.30										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.08										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			41.85										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.67						7.86				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.45						7.86				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.22						7.86				
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31		7.86				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87				7.86				
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.25	32.25				7.86				
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				7.86				
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				7.86				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				7.86				
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				7.86				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				7.86				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		25.69										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		31.92										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		50.21										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.10						7.86				
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	22.33						7.86				
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.63						7.86				
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	9.59	320.53	289.13	92.19	17.56		7.86				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	22.77	17.00				7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75		7.86				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.01	0.00	0.00				7.86				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		170.06										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		197.70										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		381.35										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	86.47						7.86				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	114.10						7.86				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	297.76						7.86				
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	83.59	736.16	382.74	159.48	48.82		7.86				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	81.70	1.37				7.86				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.54					7.86				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				7.86				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.41	25.41				7.86				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48					7.86				
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48					7.86				
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48					7.86				
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	96.27	105.52	98.46	23.09	20.49		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.23										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		147.99										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		175.62										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		359.28										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	86.47						7.86				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	114.10						7.86				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	297.76						7.86				
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	61.52	780.61	375.52	176.19	16.98		7.86				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		92.84	46.70				7.86				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		92.84	46.70				7.86				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		92.84	46.70				7.86				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.09	15.09				7.86				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		15.09	15.09				7.86				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.09	15.09				7.86				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		15.09	15.09				7.86				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		15.09	15.09				7.86				
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	730.00				7.86				
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	730.00				7.86				
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00	0.00	0.00				7.86				
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00		0.00				7.86				
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00	0.00	0.00				7.86				
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00	0.00				7.86				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00				7.86				
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				7.86				
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				7.86				
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	96.04	105.52	98.46	23.09	20.49		7.86				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.23	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.45	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.45	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	86.47	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	114.10	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	297.76	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	111.16	0.00	0.00				7.86				
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00				7.86				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00				7.86				
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	666.96	0.00	0.00				7.86				
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	889.28	0.00	0.00				7.86				
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,111.60	0.00	0.00				7.86				
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,333.92	0.00	0.00				7.86				
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,778.56	0.00	0.00				7.86				
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,223.20	0.00	0.00				7.86				
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,667.84	0.00	0.00				7.86				
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,112.48	0.00	0.00				7.86				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	94.30	4.24				7.86				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77		7.86				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	730.00				7.86				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	730.00				7.86				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00		7.86				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00		7.86				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00		7.86				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00		7.86				
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15		7.86				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54		7.86				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				7.86				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				7.86				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				7.86				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				7.86				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				7.86				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		31.74										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		34.37										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.64						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	14.37						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	30.59						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.67						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.45						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	33.22						7.86				
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86				
AL, KY, LA, MS, & TN Only												7.86				
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873						7.86				
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						7.86				
	All Select Features Offered, per port			UEP91	UEPVS	0.00	405.66					7.86				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						7.86				
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				7.86				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				7.86				
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				7.86				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	10.51	92.18	15.82	52.16	5.30		7.86				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11						7.86				
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01						7.86				
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62						7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62						7.86				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62						7.86				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62						7.86				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62						7.86				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.102	0.102				7.86				
	Conversion of Existing Centrex Common Block			UEP91	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.32	78.32	13.27	13.27		7.86				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.75					7.86				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.64						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	14.37						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.59						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.67						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.45						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	33.22						7.86				
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86				
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.8873						7.86				
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						7.86				
	All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66					7.86				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						7.86				
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				7.86				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				7.86				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				7.86				
Miscellaneous Terminations																
2-Wire Trunk Side																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30		7.86				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09					7.86				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	29.11						7.86				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.01						7.86				
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations												7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62						7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62						7.86				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62						7.86				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62						7.86				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62						7.86				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.102	0.102				7.86				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32				7.86				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75					7.86				
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22						7.86				
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	21.29	15.49	2.85	2.67		7.86				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86				
	AL, KY, LA, MS, SC, & TN Only												7.86				
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.15	21.29	15.49	2.85	2.67		7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873						7.86				
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						7.86				
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.66					7.86				
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						7.86				
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				7.86				
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				7.86				
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				7.86				
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30		7.86				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86				
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.09					7.86				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	29.11						7.86				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.01						7.86				
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62						7.86				
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62						7.86				
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62						7.86				
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62						7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62						7.86				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62						7.86				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62						7.86				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.102	0.102				7.86				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		18.95	8.32				7.86				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.75					7.86				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37						7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45						7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22						7.86				
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86				
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873						7.86				
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35						7.86				
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						7.86				
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66					7.86				
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						7.86				
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30		7.86				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09					7.86				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	29.11						7.86				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.01						7.86				
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62						7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62						7.86				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62						7.86				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62						7.86				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62						7.86				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102				7.86				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75					7.86				
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		18.60										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		34.37										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.8873						7.86				
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	0.00						7.86				
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00						7.86				
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30		7.86				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86				
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09					7.86				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	29.11						7.86				
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.01						7.86				
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62						7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62						7.86				
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62						7.86				
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62						7.86				
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62						7.86				
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62						7.86				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102				7.86				
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32				7.86				
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75					7.86				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87				15.20				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87				15.20				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87				15.20				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	33.17				15.20				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28				15.20				
	Engineering Information Document (EI)			UEANL			13.04	13.04								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60				15.20				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60				15.20				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60				15.20				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Engineering Information Document			UEQ			13.04	13.04								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	33.17				15.20				
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28				15.20				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00		15.20				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00		15.20				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00		15.20				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00		15.20				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00		15.20				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00		15.20				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.35	102.10	65.72				15.20				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	50.46	102.10	65.72				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.93	102.10	65.72				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.35	102.10	65.72				15.20				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	50.46	102.10	65.72				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	30.81	127.40	91.02				15.20				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.32	127.40	91.02				15.20				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.39	127.40	91.02				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		17.56									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96				15.20				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96				15.20				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96				15.20				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		17.56									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.09	113.34	76.96				15.20				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	35.28	113.34	76.96				15.20				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	65.18	113.34	76.96				15.20				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.29	117.08	68.36				15.20				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.08	68.36				15.20				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.08	68.36				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		17.56									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.29	92.83	56.02				15.20				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	14.09	92.83	56.02				15.20				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	15.75	92.83	56.02				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		17.56									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.79	125.50	76.77				15.20				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77				15.20				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43				15.20				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43				15.20				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54				15.20				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54				15.20				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20				15.20				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20				15.20				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		17.56									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	85.70	245.16	152.98				15.20				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	194.96	245.16	152.98				15.20				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	491.94	245.16	152.98				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		17.56									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	30.99	121.86	85.48				15.20				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	36.78	121.86	85.48				15.20				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.92	121.86	85.48				15.20				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	30.99	121.86	85.48				15.20				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	36.78	121.86	85.48				15.20				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	38.92	121.86	85.48				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		17.56									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	30.99	121.86	85.48				15.20				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	36.78	121.86	85.48				15.20				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	38.92	121.86	85.48				15.20				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		17.56									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.46				15.20				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.46				15.20				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.46				15.20				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12				15.20				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12				15.20				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12				15.20				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	17.21	116.18	67.46				15.20				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	24.98	116.18	67.46				15.20				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	39.57	116.18	67.46				15.20				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	17.21	91.92	55.12				15.20				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	24.98	91.92	55.12				15.20				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	39.57	91.92	55.12				15.20				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.96				15.20				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96				15.20				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63				15.20				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63				15.20				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63				15.20				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	26.17	139.69	90.96				15.20				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	28.47	139.69	90.96				15.20				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	62.93	139.69	90.96				15.20				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	26.17	115.43	78.63				15.20				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	28.47	115.43	78.63				15.20				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	62.93	115.43	78.63				15.20				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		0.00	0.00				15.20				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00				15.20				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00				15.20				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00				15.20				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		12.15	12.15				15.20				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		144.09	144.09				15.20				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		10.99	10.99				15.20				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		86.16	86.16				15.20				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		27.13	27.13				15.20				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7.57	63.89	30.06				15.20				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.75	63.89	30.06				15.20				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	21.45	63.89	30.06				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92				15.20				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92				15.20				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.91	51.48	17.65				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.58	57.54	23.71				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.26	63.89	30.06				15.20				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	10.07	63.89	30.06				15.20				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.70	63.89	30.06				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	8.03	76.75	42.92				15.20				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	10.71	76.75	42.92				15.20				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	6.08	76.75	42.92				15.20				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00				15.20				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00				15.20				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		224.55	4.29				15.20				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72				15.20				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		42.26	27.83				15.20				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		62.86	48.43				15.20				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73				15.20				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73				15.20				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		144.09					15.20				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		10.99	10.99				15.20				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		568.98	11.30				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.71	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	13.64	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	30.21	89.81	54.35				15.20				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		17.56									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.71	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	13.64	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	30.21	89.81	54.35				15.20				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		17.56									

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.71	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	13.64	89.81	54.35				15.20				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	30.21	89.81	54.35				15.20				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		17.56									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.44	103.69	67.31				15.20				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	24.66	103.69	67.31				15.20				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	42.84	103.69	67.31				15.20				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		17.56									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.44	103.69	67.31				15.20				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	24.66	103.69	67.31				15.20				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	42.84	103.69	67.31				15.20				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		17.56									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	15.44	102.58	66.20				15.20				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	23.32	102.58	66.20				15.20				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	44.57	102.58	66.20				15.20				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		17.56									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	15.44	102.58	66.20				15.20				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	23.32	102.58	66.20				15.20				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	44.57	102.58	66.20				15.20				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.38	98.15	61.77				15.20				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	167.83	98.15	61.77				15.20				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	469.87	98.15	61.77				15.20				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		17.56									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	6.96	81.36	44.98				15.20				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.97	81.36	44.98				15.20				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	3.99	81.36	44.98				15.20				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		17.56									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	15.68	98.07	61.69				15.20				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	9.68	98.07	61.69				15.20				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	6.39	98.07	61.69				15.20				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		17.56									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	22.61	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	22.87	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	24.25	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	22.61	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	22.87	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	24.25	98.15	61.77				15.20				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		17.56									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	22.61	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	22.87	98.15	61.77				15.20				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	24.25	98.15	61.77				15.20				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		17.56									

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	17.00										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	368.44	3,381.00	406.56				15.20				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	17.00										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	395.92	3,381.00	406.56				15.20				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	12.90										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	60.45										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	594.77	3,381.00	406.56				15.20				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	15.87										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	683.03										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,922.00	3,381.00	406.56				15.20				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	52.07										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	341.64										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,663.00	3,566.00	406.56				15.20				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	385.45	787.24	406.56				15.20				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	374.26	316.00	316.00				15.20				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.40	131.67	131.67				15.20				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	412.08	316.00	316.00				15.20				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.98	131.67	131.67				15.20				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.12	61.46	44.74				15.20				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.12	10.23	10.18				15.20				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.12	10.23	10.18				15.20				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.03	10.23	10.18				15.20				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.07	10.23	10.18				15.20				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.20	10.23	10.18				15.20				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.19	10.23	10.18				15.20				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.67	10.23	10.18				15.20				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.67	10.23	10.18				15.20				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.67	10.23	10.18				15.20				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.04										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	362.34	438.46	256.30				15.20				
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.04										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	374.56	438.46	256.30				15.20				
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.19	0.19								
HIGH FREQUENCY SPECTRUM																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	187.17	183.33	0.00	0.00	0.00		15.20				
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.79	183.33	0.00	0.00	0.00		15.20				
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	15.59	183.33	0.00	0.00	0.00		15.20				
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		83.98	0.00	0.00	0.00		15.20				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	17.97	10.29	0.00	0.00		15.20				
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		15.91	7.95				15.20				
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		15.91	7.95				15.20				
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00		15.20				
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	17.97	10.29								
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	17.97	10.29								
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	53.97	377.71	0.00	0.00	0.00		15.20				
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	0.00	0.00		15.20				
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	36.97	21.17	0.00	0.00		15.20				
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	36.97	21.17	0.00	0.00		15.20				
UNBUNDLED DEDICATED TRANSPORT																
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62				15.20				
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62				15.20				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.013										

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62				15.20				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.013										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.37	26.62				15.20				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.013										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.37	26.62				15.20				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2652										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44				15.20				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.04										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	850.45	270.69	158.05				15.20				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.04										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05				15.20				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	18.32	187.51	32.21				15.20				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	18.32	187.51	32.21				15.20				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	19.41	187.94	32.63				15.20				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	39.18	172.34	149.27				15.20				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	121.58	172.34	149.27				15.20				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	70.02	172.34	149.27				15.20				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.82										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	469.44	438.46	256.30				15.20				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.82										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	457.22	438.46	256.30				15.20				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	52.23										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		620.60	133.88				15.20				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	25.28										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		620.60	133.88				15.20				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	52.23										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		620.60	133.88				15.20				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006387										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.51	0.43				15.20				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.77	0.78				15.20				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.77	0.78				15.20				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.51	1.26				15.20				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		2.93	1.68				15.20				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		2.93	0.43				15.20				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.51					15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, w/ 8XX No. Delivery, per query			OHD		0.0006387										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006387										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000221										
		LIDB Validation Per Query			OQU		0.0135077										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		33.33					15.20				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.000064										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	15.77	34.50	34.50				15.20				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	15.77	34.50	34.50				15.20				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.000016										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.10										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17				15.20				
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17				15.20				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					18.32	187.51	32.21				15.20				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					18.32	187.51	32.21				15.20				
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					18.32	187.51	32.21				15.20				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.013										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					22.60	39.36	26.62				15.20				
		Local Channel - Dedicated - DS1 - Zone 1					39.18	172.34	149.27				15.20				
		Local Channel - Dedicated - DS1 - Zone 2					121.58	172.34	149.27				15.20				
		Local Channel - Dedicated - DS1 - Zone 3					70.02	172.34	149.27				15.20				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.2652										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					70.47	86.69	79.44				15.20				
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.0010217										
		CNAM for Non DB Owners, Per Query			OQV		0.0010217										
		CNAM For DB Owners - Service Establishment			OQV			22.29					15.20				
		CNAM For Non DB Owners - Service Establishment			OQV			22.29					15.20				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			962.22	711.64				15.20				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			332.43	238.05				15.20				
LNP Query Service																	
		LNP Charge Per query			OQV		0.0008559										
		LNP Service Establishment Manual						12.16					15.20				
		LNP Service Provisioning with Point Code Establishment						576.33	294.43				15.20				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.20				
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				15.20				
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.20				
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		82.25	82.25				15.20				
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		1,770.40					15.20				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54					15.20				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	8.32										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46				15.20				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53				15.20				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76				15.20				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
													OSS Rates($)			
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.04	21.39	15.47				15.20				
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76				15.20				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0024										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.79					15.20				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79					15.20				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42				15.20				
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45				15.20				
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49				15.20				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42				15.20				
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45				15.20				
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49				15.20				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0296	11.94	11.46				15.20				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53				15.20				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00		15.20				
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0318	11.94	11.46				15.20				
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			UEBIB	SRCEC		100,209.33					15.20				
	End Office Establishment			UEBIB	SRCEO		164.29	164.29				15.20				
	Query NRC, per query			UEBIB		0.0030293										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		38.30	38.30				15.20				
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.60	7.60				15.20				
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.60	7.60				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l SOMAN
													OSS Rates($)			
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		33.99	33.99				15.20				
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.39	41.39				15.20				
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0022										
	AIN SMS Access Service - Session, Per Minute					0.5795										
	AIN SMS Access Service - Company Performed Session, Per Minute					0.8104										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		38.30	38.30				15.20				
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,175.10	4,175.10				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.60	7.60				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.60	7.60				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.60	7.60				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		33.47	33.47				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		33.47	33.47				15.20				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		33.47	33.47				15.20				
	AIN Toolkit Service - Query Charge, Per Query					0.0536446										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.006569										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	10.90	7.60	7.60				15.20				
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.80	8.41	8.41				15.20				
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.20	7.60	7.60				15.20				
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.09	8.41	8.41				15.20				
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09				15.20				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09				15.20				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09				15.20				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2652										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
	DS1 Channelization System Per Month			UNC1X	MQ1	105.09	59.97	12.96				15.20				
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.6497	5.91	4.26								
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09				15.20				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09				15.20				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.6497	5.91	4.26								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09				15.20				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09				15.20				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09				15.20				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2652										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	105.09	59.97	12.96								
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.6497	5.91	4.26								
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09				15.20				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09				15.20				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09				15.20				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.6497	5.91	4.26								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09				15.20				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09				15.20				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09				15.20				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2652										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	105.09	59.97	12.96								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.38	5.91	4.26								
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09				15.20				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09				15.20				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09				15.20				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.38	5.91	4.26								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09				15.20				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09				15.20				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2652										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	105.09	59.97	12.96								
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.38	5.91	4.26								
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09				15.20				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09				15.20				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09				15.20				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.38	5.91	4.26								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89				15.20				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89				15.20				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89				15.20				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2652										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89				15.20				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89				15.20				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89				15.20				
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.04										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	850.45	296.68	121.16				15.20				
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	201.48	107.05	48.07								
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.78	5.91	4.26								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89				15.20				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89				15.20				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89				15.20				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.78	5.91	4.26								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.43	5.43				15.20				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09				15.20				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09				15.20				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09				15.20				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.013										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	22.60	72.60	41.75				15.20				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43				15.20				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09				15.20				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09				15.20				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09				15.20				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.013										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	19.81	72.60	41.75				15.20				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43				15.20				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.04										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	362.34	188.45	125.51								
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.04										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	850.45	296.68	121.16				15.20				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.43	5.43				15.20				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.04										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	374.56	188.45	125.51								
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.04										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	830.19	296.68	121.16				15.20				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.43	5.43				15.20				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09				15.20				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09				15.20				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09				15.20				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.2652										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	70.47	143.58	103.88				15.20				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	105.09	59.97	12.96								

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.96	5.91	4.26								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09				15.20				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09				15.20				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09				15.20				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.96	5.91	4.26								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.43	5.43				15.20				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89				15.20				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89				15.20				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89				15.20				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.04										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	830.19	296.68	121.16				15.20				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	201.48	107.05	48.07								
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.78	5.91	4.26								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89				15.20				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89				15.20				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89				15.20				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.78	5.91	4.26								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.43	5.43				15.20				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09				15.20				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09				15.20				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09				15.20				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.013										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	15.61	72.60	41.75				15.20				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09				15.20				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09				15.20				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09				15.20				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.013										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43				15.20				
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.43	5.43				15.20				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.43	5.43				15.20				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.43	5.43				15.20				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.43	5.43				15.20				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.43	5.43				15.20				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	39.18	172.34	149.27				15.20				
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	121.58	172.34	149.27				15.20				
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	70.02	172.34	149.27				15.20				
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	7.82										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	469.44	438.46	256.30				15.20				
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	7.82						15.20				
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	457.22	438.46	256.30								
	Optional Features & Functions:															
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	105.09	88.41	60.76				15.20				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.38	6.39	4.58				15.20				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.96	6.39	4.58				15.20				
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.6497	6.39	4.58				15.20				
	DS3 to DS1 Channel System per month			UXTD3	MQ3	201.48	172.99	91.25				15.20				
	STS1 to DS1 Channel System per month			UXTS1	MQ3	201.48	172.99	91.25				15.20				
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	11.78	6.39	4.58				15.20				
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.78	6.39	4.58								
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	11.78	6.39	4.58								
	Access to DCS - Customer Reconfiguration (FlexServ)															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled LA extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAS	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled Louisiana Area Plus with Caller ID - Res (RUL)			UEPSR	UEPAG	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.52	2.31	2.21				15.20				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				15.20				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled LA extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAX	1.52	2.31	2.21				15.20				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.52	2.31	2.21				15.20				
	Exchange Ports - 2-Wire VG unbundled Louisiana Bus Area Calling Port with Caller ID - Bus (BUC)			UEPSB	UEPAA	1.52	2.31	2.21				15.20				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.20				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				15.20				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.52	30.37	14.42				15.20				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.52	30.37	14.42				15.20				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.52	30.37	14.42				15.20				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.52	30.37	14.42				15.20				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 2-Way PBX Louisiana Calling Port			UEPSP	UEPL2	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.52	30.37	14.42				15.20				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Callling Port			UEPSP	UEPXK	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port			UEPSP	UEPXP	1.52	30.37	14.42				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.52	30.37	14.42				15.20				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.20				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00				15.20				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.52	2.31	2.21				15.20				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.29	115.85	18.20				15.20				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	68.47	196.18	92.92				15.20				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	10.07	70.76	51.46				15.20				
	All Features Offered			UEPTX UEPSX	UEPVF	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																

UNBUNDLED NETWORK ELEMENTS - Louisiana

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	94.82	197.92	98.62				15.20				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.001868										
	End Office Trunk Port - Shared, Per MOU					0.00018										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001067										
	Tandem Trunk Port - Shared, Per MOU					0.000222										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000032										
	Common Transport - Facilities Termination Per MOU					0.0003748										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			13.13										
	2-Wire VG Loop/Port Combo - Zone 2		2			23.75										
	2-Wire VG Loop/Port Combo - Zone 3		3			49.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	48.26										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.36	38.85	19.08				15.20				
	2-Wire voice Grade unbundled Louisiana extended local dialing parity port with Caller ID - res			UEPRX	UEPAS	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (RUL)			UEPRX	UEPAG	1.36	38.85	19.08				15.20				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.36	38.85	19.08				15.20				
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.20				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				15.20				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				15.20				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.20				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			13.13										
	2-Wire VG Loop/Port Combo - Zone 2		2			23.75									20.00	
	2-Wire VG Loop/Port Combo - Zone 3		3			49.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	48.26										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.36	38.85	19.08				15.20				
	2-Wire voice Grade unbundled Louisiana extended local dialing parity port with Caller ID - bus			UEPBX	UEPAX	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.36	38.85	19.08				15.20				
	2-Wire voice unbundled Louisiana Bus Area Calling Port with Caller ID (BUC)			UEPBX	UEPAA	1.36	38.85	19.08				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.20				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				15.20				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				15.20				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.20				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			13.13										
	2-Wire VG Loop/Port Combo - Zone 2		2			23.75										
	2-Wire VG Loop/Port Combo - Zone 3		3			49.62										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	48.26										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.36	66.91	31.29				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.20				
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.20				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.68	1.85				15.20				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.68	1.85				15.20				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.20				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.11	7.11				15.20				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			13.13										
	2-Wire VG Loop/Port Combo - Zone 2		2			23.75										
	2-Wire VG Loop/Port Combo - Zone 3		3			49.62										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	48.26										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.36	66.91	31.29				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.36	66.91	31.29				15.20				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 2-Way Combination PBX Louisiana Calling Port			UEPPX	UEPL2	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port			UEPPX	UEPXK	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port			UEPPX	UEPXP	1.36	66.91	31.29				15.20				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.36	66.91	31.29				15.20				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.20				
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.20				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.68	1.85				15.20				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.68	1.85				15.20				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.20				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.11	7.11				15.20				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			13.13										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			23.75										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			49.62										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	48.26										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.36	38.85	19.08				15.20				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.36	38.85	19.08				15.20				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.36	38.85	19.08				15.20				
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.36	38.85	19.08				15.20				
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.36	38.85	19.08				15.20				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (LA)			UEPCO	UEPLA	1.36	38.85	19.08				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.36	38.85	19.08				15.20				
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.36	38.85	19.08				15.20				
	2-Wire Coin 2-Way Smartline with 900/976 (Louisiana only)			UEPCO	UEPNA	1.36	38.85	19.08				15.20				
	2-Wire Coin Outward Smartline with 900/976 (Louisiana only)			UEPCO	UEPCB	1.36	38.85	19.08				15.20				
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.81	0.00	0.00				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.20				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				15.20				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.20				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.20										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			33.62										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			58.73										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.93						15.20				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	25.35						15.20				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	50.46						15.20				
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.27	217.95	83.92				15.20				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.10	1.81				15.20				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.10	1.81				15.20				
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.01	26.01				15.20				
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				15.20				
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				15.20				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				15.20				
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		27.48										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		40.34										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		70.99										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	19.09						15.20				
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	31.95						15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	62.60						15.20				
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	8.39	184.10	128.42				15.20				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	37.40	26.23				15.20				
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00				15.20				
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	22.613	39.36	26.62				15.20				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.013	0.00	0.00				15.20				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		180.52										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		289.78										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		586.76										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	85.70						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	194.96						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	491.94						15.20				
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	94.82	443.08	251.60				15.20				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	115.63	76.29				15.20				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.48					15.20				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.18	11.18				15.20				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		22.35	22.35				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.11					15.20				
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.11					15.20				
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.11					15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	70.7352	86.69	79.44				15.20				
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.2652										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		154.17						15.20				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		263.43						15.20				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		560.41						15.20				
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	85.70						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	194.96						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	491.94						15.20				
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	68.47	441.34	245.90				15.20				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		125.75	65.08				15.20				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		125.75	65.08				15.20				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		125.75	65.08				15.20				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.06	14.06				15.20				
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00				15.20				
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00				15.20				
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						15.20				
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						15.20				
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.20				
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.20				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						15.20				
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.20				
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	70.47	86.69	79.44				15.20				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.2652	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.2652	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.2652	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	85.70	0.00	0.00				15.20				
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	194.96	0.00	0.00				15.20				
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	491.94	0.00	0.00				15.20				
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	97.35	0.00	0.00				15.20				
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	194.70	0.00	0.00				15.20				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	389.40	0.00	0.00				15.20				
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	584.10	0.00	0.00				15.20				
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	778.80	0.00	0.00				15.20				
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	973.50	0.00	0.00				15.20				
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,168.20	0.00	0.00				15.20				
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,557.60	0.00	0.00				15.20				
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,947.00	0.00	0.00				15.20				
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,336.40	0.00	0.00				15.20				
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,725.80	0.00	0.00				15.20				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	146.13	8.12				15.20				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	715.54	467.54				15.20				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00				15.20				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00				15.20				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.52	0.00	0.00	0.00	0.00		15.20				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.52	0.00	0.00	0.00	0.00		15.20				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.52	0.00	0.00	0.00	0.00		15.20				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.29	0.00	0.00	0.00	0.00		15.20				
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.6497	25.36	13.40				15.20				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.6497	78.05	18.40				15.20				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.20				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.20				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.20				
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00				15.20				
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			25.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			36.39										
	2-Wire VG Loop/Port Combo - Zone 3		3			62.26										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	22.39										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	48.26										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice Grade unbundled Louisiana extended local dialing parity port with Caller ID - res			UEPRX	UEPAS	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (RUL)			UEPRX	UEPAG	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	14.00	90.00	90.00					31.92	7.32		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					31.92	7.32		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					31.92	7.32		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					31.92	7.32		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					31.92	7.32		
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00					31.92	7.32		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			25.77										
	2-Wire VG Loop/Port Combo - Zone 2		2			36.39										
	2-Wire VG Loop/Port Combo - Zone 3		3			62.26										
UNE Loop Rates																

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.77										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	22.39										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	48.26										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					31.92	7.32		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					31.92	7.32		
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					31.92	7.32		
		2-Wire voice Grade unbundled Louisiana extended local dialing parity port with Caller ID - bus			UEPBX	UEPAX	14.00	90.00	90.00					31.92	7.32		
		2-Wire voice unbundled Louisiana Bus Area Calling Port with Caller ID (BUC)			UEPBX	UEPAA	14.00	90.00	90.00					31.92	7.32		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					31.92	7.32		
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					31.92	7.32		
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					31.92	7.32		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			25.77										
		2-Wire VG Loop/Port Combo - Zone 2		2			36.39										
		2-Wire VG Loop/Port Combo - Zone 3		3			62.26										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	11.77										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	22.39										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	48.26										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					31.92	7.32		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					31.92	7.32		
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					31.92	7.32		
	ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					31.92	7.32		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					31.92	7.32		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			25.77										
		2-Wire VG Loop/Port Combo - Zone 2		2			36.39										
		2-Wire VG Loop/Port Combo - Zone 3		3			62.26										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	11.77										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	22.39										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	48.26										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					31.92	7.32		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					31.92	7.32		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					31.92	7.32		

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way Combination PBX Louisiana Calling Port			UEPPX	UEPL2	14.00							31.92	7.32		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port			UEPPX	UEPXK	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port			UEPPX	UEPXP	14.00	90.00	90.00					31.92	7.32		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					31.92	7.32		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					31.92	7.32		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					31.92	7.32		
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					31.92	7.32		
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00					31.92	7.32		
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					31.92	7.32		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					31.92	7.32		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			25.77										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			36.39										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			62.26										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	11.77										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	22.39										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	48.26										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	14.00	90.00	90.00					31.92	7.32		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00					31.92	7.32		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	14.00	90.00	90.00					31.92	7.32		
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	14.00	90.00	90.00					31.92	7.32		
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	14.00	90.00	90.00					31.92	7.32		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (LA)			UEPCO	UEPLA	14.00	90.00	90.00					31.92	7.32		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	14.00	90.00	90.00					31.92	7.32		
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	14.00	90.00	90.00					31.92	7.32		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					31.92	7.32		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					31.92	7.32		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					31.92	7.32		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			50.93										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			61.35										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			86.46										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.93						15.20				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	25.35						15.20				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	50.46						15.20				
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	36.00	600.00	45.00				15.20				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		100.00	42.50				15.20				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		100.00	42.50				15.20				
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		45.00	45.00				15.20				
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				15.20				
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				15.20				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				15.20				
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.20				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		84.09										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		96.95										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		127.60										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	19.09						15.20				
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	31.95						15.20				
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	62.60						15.20				
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	65.00	525.00	400.00				15.20				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	230.00	230.00				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00				15.20				
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	22.613	39.36	26.62				15.20				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.013	0.00	0.00				15.20				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		935.70										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,044.96										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,341.94										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	85.70						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	194.96						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	491.94						15.20				
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	850.00	1,150.00	1,150.00				15.20				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	950.00	950.00				15.20				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.48					15.20				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.18	11.18				15.20				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		22.35	22.35				15.20				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.11					15.20				
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.11					15.20				
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.11					15.20				
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	70.7532	86.69	79.44				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.2652										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		154.17						15.20				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		263.43						15.20				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		560.41						15.20				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	85.70						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	194.96						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	491.94						15.20				
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,006.28	479.28	0.00	0.00		15.20				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		125.75	65.08				15.20				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		125.75	65.08				15.20				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		125.75	65.08				15.20				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4											
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.06	14.06				15.20				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.06	14.06				15.20				
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00				15.20				
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00				15.20				
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						15.20				
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						15.20				
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.20				
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				15.20				
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.20				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						15.20				
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.20				
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	70.47	86.69	79.44				15.20				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.2652	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.2652	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.2652	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	85.70	0.00	0.00				15.20				
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	194.96	0.00	0.00				15.20				
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	491.94	0.00	0.00				15.20				
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	97.35	0.00	0.00				15.20				
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	194.70	0.00	0.00				15.20				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	389.40	0.00	0.00				15.20				
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	584.10	0.00	0.00				15.20				
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	778.80	0.00	0.00				15.20				
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	973.50	0.00	0.00				15.20				
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,168.20	0.00	0.00				15.20				
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,557.60	0.00	0.00				15.20				
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,947.00	0.00	0.00				15.20				
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,336.40	0.00	0.00				15.20				
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,725.80	0.00	0.00				15.20				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00				15.20				
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	900.00	600.00				15.20				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00				15.20				
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00				15.20				
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00				15.20				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00				15.20				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00				15.20				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	36.00	0.00	0.00				15.20				
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.6497	40.00	20.00				15.20				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.6497	110.00	30.00				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.20				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.20				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.20				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.20				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.20				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00				15.20				
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		13.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		23.75										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		49.62										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		16.29										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		26.71										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		48.26										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	22.39										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	48.26										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	14.93										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	25.35										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	50.46										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.36	38.85	19.08				15.20				
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.36	38.85	19.08				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.36	38.85	19.08				15.20				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8577										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	412.25					15.20				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				15.20				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.29	115.85	18.20				15.20				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	22.60	39.36	26.62				15.20				
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.013										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.6497						15.20				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.6497						15.20				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10				15.20				
	Conversion of Existing Centrex Common Block			UEP91	USACN	0.00	36.66	16.10								
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	680.40					15.20				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	680.40					15.20				
	Secondary Block, per Block			UEP91	M2CC1	0.00	79.31					15.20				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	73.93					15.20				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		13.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		23.75										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		49.62										
UNE Port/Loop Combination Rates (Design)																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		16.29										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		26.71										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		51.82										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	22.39										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	48.26										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	14.93										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	25.35										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	50.46										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.36	38.85	19.08				15.20				
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.36	38.85	19.08				15.20				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.8577						15.20				
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						15.20				
	All Select Features Offered, per port			UEP95	UEPVS	0.00	412.25					15.20				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						15.20				
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				15.20				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.29	115.85	18.20				15.20				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	68.47	196.18	92.92				15.20				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.06					15.20				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	22.60	39.36	26.62				15.20				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.013										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
												OSS Rates($)				
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.6497						15.20				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.6497						15.20				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10				15.20				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		36.66	16.10				15.20				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	680.40					15.20				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	680.40					15.20				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	73.93					15.20				
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		13.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		23.75										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		49.62										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		16.29										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		26.71										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		51.82										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	22.39										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	48.26										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.93										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	25.35										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	50.46										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.36	38.85	19.08				15.20				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.36	38.85	19.08				15.20				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.36	104.41	67.93				15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.36	38.85	19.08				15.20				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8577										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						15.20				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	412.25					15.20				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						15.20				
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				15.20				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.29	115.85	18.20				15.20				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	68.47	196.18	98.62				15.20				
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.06					15.20				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	22.60	39.36	26.62				15.20				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.013										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.6497						15.20				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.6497						15.20				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10				15.20				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		36.66	16.10				15.20				

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	680.40					15.20				
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	680.40					15.20				
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	73.93					15.20				
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		13.13										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		23.75										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		49.62										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		16.29										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		26.71										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		51.82										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	11.77										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	22.39										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	48.26										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	14.93										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	25.35										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	50.46										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.36	38.85	19.08				15.20				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.36	104.41	67.93				15.20				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.36	38.85	19.08				15.20				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.36	38.85	19.08				15.20				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8577										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00						15.20				
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	412.25					15.20				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						15.20				
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.29	115.85	18.20				15.20				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	68.47	196.18	92.92				15.20				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.06					15.20				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	22.60	39.36	26.62				15.20				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.013										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.6497						15.20				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.6497						15.20				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10				15.20				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		36.66	16.10				15.20				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	680.40					15.20				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	680.40					15.20				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	73.93					15.20				
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		13.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		23.75										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		49.62										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		16.29										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		26.71										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		51.82										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	11.77										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	22.36										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	48.26										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	14.93										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	25.35										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	50.46										
UNE Port Rate																

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.36	104.41	67.93				15.20				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.36	38.85	19.08				15.20				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.36	38.85	19.08				15.20				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.8577										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	0.00						15.20				
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00						15.20				
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				15.20				
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00				15.20				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	8.27	115.85	18.20				15.20				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	68.47	196.18	92.92				15.20				
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.06					15.20				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	22.60	39.36	26.62				15.20				
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.013										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.6497						15.20				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.6497						15.20				
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.6497						15.20				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.6497						15.20				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10				15.20				
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		36.66	16.10				15.20				
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	680.40					15.20				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	680.40					15.20				
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	73.93					15.20				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (MS)				SOMAN				1.97							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25		15.75				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36					15.75				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97					15.75				
	Engineering Information Document (EI)			UEANL			13.51	13.51								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42		15.75				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42		15.75				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42		15.75				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42		15.75				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Engineering Information Document			UEQ			13.51	13.51								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36					15.75				
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97					15.75				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS,	16.87	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS,	25.68	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS,	43.85	37.92	17.55	23.48	5.25		15.75				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25		15.75				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37		15.75				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64		15.75				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64		15.75				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.19									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37		15.75				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37		15.75				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37		15.75				
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37		15.75				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.19									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.01	117.61	79.92	52.82	10.37		15.75				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.59	117.61	79.92	52.82	10.37		15.75				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.34	117.61	79.92	52.82	10.37		15.75				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 4		4	UDC	UDC2X	59.18	117.61	79.92	52.82	10.37		15.75				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.19									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93		15.75				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.19									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93		15.75				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93		15.75				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93		15.75				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93		15.75				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93		15.75				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68		15.75				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.19									
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.19									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital 19.2 Kbps		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.19									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64		15.75				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64		15.75				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.19									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93		15.75				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93		15.75				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	29.29	120.34	69.87	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	43.46	120.34	69.87	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	64.44	120.34	69.87	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 4		4	UCL	UCL2L	87.60	120.34	69.87	50.38	7.93		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	29.29	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	43.46	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	64.44	95.21	57.09	50.38	7.93		15.75				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL2W	87.60	95.21	57.09	50.38	7.93		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68		15.75				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	54.72	144.68	94.22	56.72	10.68		15.75				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	97.47	144.68	94.22	56.72	10.68		15.75				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	106.06	144.68	94.22	56.72	10.68		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 4		4	UCL	UCL4L	106.06	144.68	94.22	56.72	10.68		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	54.72	119.56	81.44	56.72	10.68		15.75				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	97.47	119.56	81.44	56.72	10.68		15.75				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	106.06	119.56	81.44	56.72	10.68		15.75				
		4-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4O	106.06	119.56	81.44	56.72	10.68		15.75				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		32.57	32.57				15.75				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		171.49	171.49				15.75				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		32.57	32.57				15.75				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		171.49	171.49				15.75				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		32.59	32.59				15.75				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		259.69					15.75				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.77					15.75				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178.47					15.75				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56.39					15.75				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7.15	66.18	31.14	45.36	6.71		15.75				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.51	66.18	31.14	45.36	6.71		15.75				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	12.45	66.18	31.14	45.36	6.71		15.75				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.14	45.36	6.71		15.75				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35		15.75				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35		15.75				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35		15.75				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35		15.75				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20				15.75				
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.29	53.32	18.28	45.36	6.71		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.40	59.60	24.55	51.27	9.35		15.75				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71		15.75				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71		15.75				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71		15.75				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71		15.75				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35		15.75				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35		15.75				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35		15.75				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35		15.75				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13				15.75				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13				15.75				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		279.81	6.15				15.75				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3366	30.55					15.75				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.84	28.90				15.75				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		65.30	50.36				15.75				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94				15.75				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94				15.75				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		259.69					15.75				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.77	22.77				15.75				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		534.46	11.30				15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	7.98	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	10.39	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.11	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start Loop, Voice Grade - Zone 4		4	UEA	USBFA	28.37	93.23	56.50	54.45	13.51		15.75				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.19									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	7.98	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	10.39	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.11	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 4		4	UEA	USBFB	28.37	93.23	56.50	54.45	13.51		15.75				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	7.98	93.23	56.50	54.45	13.51		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	10.39	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.11	93.23	56.50	54.45	13.51		15.75				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 4		4	UEA	USBFC	28.37	93.23	56.50	54.45	13.51		15.75				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.69	107.71	70.03	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	26.06	107.71	70.03	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	34.77	107.71	70.03	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 4		4	UEA	USBFD	34.77	107.71	70.03	63.68	17.64		15.75				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.69	107.71	70.03	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	26.06	107.71	70.03	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	34.77	107.71	70.03	63.68	17.64		15.75				
		Sub-Loop Feeder - Per 4-Wire Analog Voice Grade Loop-Start Loop - Zone 4		4	UEA	USBFE	34.77	107.71	70.03	63.68	17.64		15.75				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.60	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	18.78	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	25.47	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 4		4	UDN	USBFF	41.41	106.46	68.78	55.58	13.13		15.75				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.19									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.60	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	18.78	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	25.47	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		4	UDC	USBFS	41.41	106.46	68.78	55.58	13.13		15.75				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.19	101.97	64.29	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	100.03	101.97	64.29	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	183.66	101.97	64.29	63.68	17.64		15.75				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	USL	USBFG	430.04	101.97	64.29	63.68	17.64		15.75				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.19									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.88	84.27	46.59	53.14	10.70		15.75				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.21	84.27	46.59	53.14	10.70		15.75				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.40	84.27	46.59	53.14	10.70		15.75				
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 4		4	UCL	USBFH	3.63	84.27	46.59	53.14	10.70		15.75				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.19									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.49	101.58	63.90	59.71	13.67		15.75				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.96	101.58	63.90	59.71	13.67		15.75				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.59	101.58	63.90	59.71	13.67		15.75				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 4		4	UCL	USBFJ	8.59	101.58	63.90	59.71	13.67		15.75				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.19									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	22.89	101.97	64.29	63.68	17.64		15.75				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	25.11	101.97	64.29	63.68	17.64		15.75				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	30.84	101.97	64.29	63.68	17.64		15.75				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		4	UDL	USBFN	41.05	101.97	64.29	63.68	17.64		15.75				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	22.89	101.97	64.29	63.68	17.64		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	25.11	101.97	64.29	63.68	17.64		15.75				
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	30.84	101.97	64.29	63.68	17.64		15.75				
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 4		4	UDL	USBFO	41.05	101.97	64.29	63.68	17.64		15.75				
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.19									
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	22.89	101.97	64.29	63.68	17.64		15.75				
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	25.11	101.97	64.29	63.68	17.64		15.75				
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	30.84	101.97	64.29	63.68	17.64		15.75				
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 4		4	UDL	USBFP	41.05	101.97	64.29	63.68	17.64		15.75				
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.19									
SUB-LOOPS																
	Sub-Loop Feeder															
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	18.88										
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	349.41	3,380.00	406.45	157.96	89.54		15.75				
	Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	18.88										
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	376.07	3,380.00	406.45	157.96	89.54		15.75				
	Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	14.33										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	58.63										
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	569.22	3,380.00	406.45	157.96	89.54		15.75				
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	17.63										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	662.39										
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,795.00	3,380.00	406.45	157.96	89.54		15.75				
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	57.83										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	331.52										
	Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,545.00	3,565.00	406.45	157.96	89.54		15.75				
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	374.04	787.04	406.45	157.96	89.54		15.75				
UNBUNDLED LOOP CONCENTRATION																
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	363..67	327.30	327.30				15.75				
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	47.56	136.37	136.37				15.75				
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	397.35	327.30	327.30				15.75				
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	80.15	136.37	136.37				15.75				
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.52	63.65	46.34	17.31	4.85		15.75				
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.17	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.17	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.80	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	10.66	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.36	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	31.07	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	9.42	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	9.42	10.60	10.54	5.56	5.53		15.75				
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	9.42	10.60	10.54	5.56	5.53		15.75				
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.20										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19		15.75				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.20										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19		15.75				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6652	0.6652								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	186.67	189.89	0.00	178.41	0.00		15.75				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.67	189.89	0.00	178.41	0.00		15.75				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	15.55	189.89	0.00	178.41	0.00		15.75				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.98	0.00	49.96	0.00		15.75				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	18.62	10.66	10.04	4.93		15.75				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.48	8.24				15.75				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.48	8.24				15.75				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		15.75				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	R		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	R		UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93		15.75				
		Line Splitting - per line activation BST owned - virtual	R		UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93		15.75				
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		75.38	0.00	46.77	0.00		15.75				
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	51.63	377.08	0.00	354.29	0.00		15.75				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	36.96	21.17	19.93	9.78		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	36.96	21.17	19.93	9.78		15.75				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11		15.75				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11		15.75				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11		15.75				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15.68	40.78	27.57	17.26	7.11		15.75				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0098										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.78	27.57	17.26	7.11		15.75				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.201										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90		15.75				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.76										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29		15.75				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.76										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29		15.75				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	14.91	194.22	33.36	37.79	3.30		15.75				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	14.91	194.22	33.36	37.79	3.30		15.75				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	15.99	194.66	33.80	38.27	3.78		15.75				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.83	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	35.99	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	221.63	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 4		4	ULDD1	ULDF1	221.63	178.50	154.61	22.89	15.74						
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	9.66										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	413.87	454.13	265.47	123.23	86.19		15.75				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	9.66										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	408.02	454.13	265.47	123.23	86.19		15.75				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	59.95										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		642.79	138.67	326.97	203.85		15.75				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.27										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		642.79	138.67	326.97	203.85		15.75				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	59.95										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NRC Dark Fiber - Local Loop			UDF	UDFL4		642.79	138.67	326.97	203.85		15.75				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006216										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.60	0.44				15.75				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.97	0.81	4.60	0.54		15.75				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.97	0.81	4.60	0.54		15.75				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.60	1.30				15.75				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.04	1.74				15.75				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.04	0.44				15.75				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.60					15.75				
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006216										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006216										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000197										
		LIDB Validation Per Query			OQU		0.0137053										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.52	34.52	42.33	42.33		15.75				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000597										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.55	35.74	35.74	16.53	16.53		15.75				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.55	35.74	35.74	16.53	16.53		15.75				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000149										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78		15.75				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					14.91	194.22	33.36	37.79	3.30		15.75				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0098										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					22.52	40.77	27.57	17.26	7.11		15.75				
		Local Channel - Dedicated - DS1 - Zone 1					36.83	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 2					35.99	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 3					221.63	178.50	154.61	22.89	15.74		15.75				
		Local Channel - Dedicated - DS1 - Zone 4					221.63	178.50	154.61	22.89	15.74		15.75				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.2010										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					57.33	89.79	82.28	16.86	14.90		15.75				
													15.75				
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.0010231										
		CNAM for Non DB Owners, Per Query			OQV		0.0010231										
		CNAM For DB Owners - Service Establishment			OQV			23.09	23.09	21.23	21.23		15.75				
		CNAM For Non DB Owners - Service Establishment			OQV			23.09	23.09	21.23	21.23		15.75				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			996.62	737.08	270.49	198.89		15.75				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			344.32	246.56	276.85	198.89		15.75				
LNP Query Service																	
		LNP Charge Per query			OQV		0.0008477										
		LNP Service Establishment Manual						12.59	12.59	11.58	11.58		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89		15.75				
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.75				
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				15.75				
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.75				
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		85.19	85.19	14.19	14.19		15.75				
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		1,212.25		0.51			15.75				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62			15.75				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	7.33										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91		15.75				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10		15.75				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50		15.75				
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.14	22.16	16.02	6.60	5.97		15.75				
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10		15.75				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0025										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.65					15.75				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.65					15.75				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		17.02	10.79				15.75				
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.17	13.94				15.75				
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.32	17.08				15.75				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79				15.75				
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94				15.75				
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08				15.75				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45		15.75				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91		15.75				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45		15.75				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,685.12		8,640.51			15.75				
		End Office Establishment			SRC	SRCEO		167.49	167.49	1.71	1.71		15.75				
		Query NRC, per query			SRC		0.0030502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.67	39.67	40.92	40.92		15.75				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.87	7.87	9.14	9.14		15.75				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.87	7.87	9.14	9.14		15.75				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.21	35.21	27.21	27.21		15.75				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		42.13	42.13	11.78	11.78		15.75				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0021										
		AIN SMS Access Service - Session, Per Minute					0.5649										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8393										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.67	39.67	40.92	40.92		15.75				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,226.54	4,226.54				15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.87	7.87	9.14	9.14		15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.87	7.87	9.14	9.14		15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.87	7.87	9.14	9.14		15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.67	34.67	14.44	14.44		15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.67	34.67	14.44	14.44		15.75				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.67	34.67	14.44	14.44		15.75				
		AIN Toolkit Service - Query Charge, Per Query					0.0535577										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063509										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.11	7.87	7.87	5.54	5.54		15.75				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.71	8.71	8.71				15.75				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.87	7.87	5.54	5.54		15.75				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.09	8.71	8.71				15.75				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		15.75				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		15.75				
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		15.75				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
		DS1 Channelization System Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.5737	6.62	4.74								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		15.75				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		15.75				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		15.75				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		15.75				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		15.75				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		15.75				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				15.75				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		15.75				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		15.75				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.5737	6.62	4.74				15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		15.75				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		15.75				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		15.75				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813						15.75				
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				15.75				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		15.75				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		15.75				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		15.75				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		15.75				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UND64	32.25	126.53	88.85	60.68	14.64		15.75				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				15.75				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		15.75				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64		15.75				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.22	6.62	4.74				15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1813										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.29										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	641.90	280.37	163.70	62.08	60.29		15.75				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	107.85	179.17	94.52	34.30	32.82		15.75				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				15.75				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37		15.75				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37		15.75				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37		15.75				
		A.1.2 2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37		15.75				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.00088										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11		15.75				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64		15.75				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64		15.75				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64		15.75				
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.00088										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	11.20										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	252.17	454.13	265.47	123.23	86.19		15.75				
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.29										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	641.90	280.37	163.70	62.08	60.29		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	11.20										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	264.35	454.13	265.47	123.23	86.19		15.75				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.29										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	644.21	280.37	163.70	62.08	60.29		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37		15.75				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37		15.75				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37		15.75				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37		15.75				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1813										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90		15.75				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.62	6.62	4.74				15.75				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37		15.75				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37		15.75				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37		15.75				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37		15.75				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.62	6.62	4.74				15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															

UNBUNDLED NETWORK ELEMENTS - Mississippi

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.29										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	644.21	280.37	163.70	62.08	60.29		15.75				
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	107.63	179.17	94.52	34.30	32.82		15.75				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				15.75				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07		15.75				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07		15.75				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07		15.75				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07		15.75				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.96	6.62	4.74				15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64		15.75				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64		15.75				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64		15.75				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64		15.75				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.00088										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	14.14	40.78	27.57	17.26	7.11		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64		15.75				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64		15.75				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64		15.75				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64		15.75				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.00088										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	14.14	40.78	27.57	17.26	7.11		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.63	5.63	7.20	7.20		15.75				
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.63	5.63	7.20	7.20		15.75				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.63	5.63	7.20	7.20		15.75				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	14.91	194.22	33.36	37.79	3.30		15.75				
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	15.99	194.66	33.80	38.27	3.78		15.75				
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.83	178.50	154.61	22.89	15.74		15.75				
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	35.99	178.50	154.61	22.89	15.74		15.75				
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	221.63	178.50	154.61	22.89	15.74		15.75				
	Local Channel - Dedicated - DS1- Per Month Zone 4		4	UNC1X	ULDF1	221.63	178.50	154.61	22.89	15.74		15.75				
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	9.66										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	413.87	454.13	265.47	123.23	86.19		15.75				
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	9.66										
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	408.02	454.13	265.47	123.23	86.19		15.75				
	Optional Features & Functions:															
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	102.85	91.57	62.94	10.87	10.10		15.75				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.22	6.62	4.74				15.75				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.62	6.62	4.74				15.75				
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.5737	6.62	4.74				15.75				
	DS3 to DS1 Channel System per month			UXTD3	MQ3	170.63	179.17	94.52	34.30	32.82		15.75				
	STS1 to DS1 Channel System per month			UXTS1	MQ3	170.63	179.17	94.52	34.30	32.82		15.75				
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	12.96	6.62	4.74				15.75				
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	12.96	6.62	4.74				15.75				
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	12.96	6.62	4.74				15.75				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAT	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.41	2.39	2.29	1.42	1.33		15.75				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.75				
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	2.56	0.00	0.00				15.75				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.41	2.39	2.29	1.42	1.33		15.75				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.41	2.39	2.29	1.42	1.33		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG unbundled MS extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAY	1.41	2.39	2.29	1.42	1.33		15.75				
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.41	2.39	2.29	1.42	1.33		15.75				
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.75				
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	2.56	0.00	0.00				15.75				
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPSP	UEPXQ	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPSP	UEPXR	1.41	31.45	14.93	14.38	0.92		15.75				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.41	31.45	14.93	14.38	0.92		15.75				
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.75				
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	2.56	0.00	0.00				15.75				
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					1.41	2.39	2.29	1.42	1.33		15.75				
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	EXCHANGE PORT RATES																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.25	120.00	18.85	61.77	3.88		15.75			1.97	
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	58.41	203.19	96.25	74.86	2.54		15.75			1.97	
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.69	73.19	53.30	47.90	10.76		15.75			1.97	
		All Features Offered			UEPTX UEPSX	UEPVF	2.56	0.00	0.00				15.75			1.97	
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	84.63	205.00	102.14	81.65	20.69		15.75			1.97	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0010269										
		End Office Trunk Port - Shared, Per MOU					0.000161										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.0001723										
		Tandem Trunk Port - Shared, Per MOU					0.0001828										
	Common Transport																
		Common Transport - Per Mile, Per MOU					0.0000026										
		Common Transport - Facilities Termination Per MOU					0.0004541										

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPRX	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice Grade unbundled Mississippi extended local dialing parity port with Caller ID - res			UEPRX	UEPAT	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.23	40.31	19.84	24.90	6.58		15.75				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	2.56	0.00	0.00				15.75				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.0988	0.0988				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.0988	0.0988				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				15.75				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.75				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPBX	UEPLX	43.68										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice Grade unbundled Mississippi extended local dialing parity port with Caller ID - bus			UEPBX	UEPAY	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.23	40.31	19.84	24.90	6.58		15.75				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										

UNBUNDLED NETWORK ELEMENTS - Mississippi

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							OSS Rates($)									
	FEATURES															
	All Features Offered			UEPBX	UEPVF	2.56	0.00	0.00				15.75				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.0988	0.0988				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.0988	0.0988				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				15.75				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.75				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPRG	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.23	69.37	32.48	37.86	6.17		15.75				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.75				
	FEATURES															
	All Features Offered			UEPRG	UEPVF	2.56	0.00	0.00				15.75				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.96	1.91				15.75				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.96	1.91				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				15.75				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.75				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.36	7.36				15.75				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.22										
	2-Wire VG Loop/Port Combo - Zone 2		2			17.13										
	2-Wire VG Loop/Port Combo - Zone 3		3			26.26										
	2-Wire VG Loop/Port Combo - Zone 4		4			44.91										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEPPX	UEPLX	43.68										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.23	69.37	32.48	37.86	6.17		15.75				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.23	69.37	32.48	37.86	6.17		15.75				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.23	69.37	32.48	37.86	6.17		15.75				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.23	69.37	32.48	37.86	6.17		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPPX	UEPXQ	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPPX	UEPXR	1.23	69.37	32.48	37.86	6.17		15.75				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.23	69.37	32.48	37.86	6.17		15.75				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.75				
	FEATURES																
		All Features Offered			UEPPX	UEPVF	2.56	0.00	0.00				15.75				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.96	1.91				15.75				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.96	1.91				15.75				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.00	0.00				15.75				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.75				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.36	7.36				15.75				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.22										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			17.13										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			26.26										
		2-Wire VG Coin Port/Loop Combo – Zone 4		4			44.91										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.98										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	15.91										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	25.04										
		2-Wire Voice Grade Loop (SL1) - Zone 4		4	UEPCO	UEPLX	43.68										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-Way without Operator Screening and without Blocking; with Dialing Parity (Note 3) (MS)			UEPCO	UEPMC	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-W with Operator Screening and Blocking: 011, 900/976, 1+DDD; with Dialing Parity (MS)			UEPCO	UEPMA	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (MS)			UEPCO	UEPMB	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.23	40.31	19.84	24.90	6.58		15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-W Operator Screening: 900 Block: 900/976, 1+DDD, 011+, Local; with Dialing Parity (MS)			UEPCO	UEPCJ	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward without Blocking and without Operator Screening; With Dailing Parity (MS)			UEPCO	UEPME	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward with Operator Screening and 011 Blocking; with Dialing Parity (MS)			UEPCO	UEPMD	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, and Local; with Dialing Parity (MS)			UEPCO	UEPCS	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.23	40.31	19.84	24.90	6.58		15.75				
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.62	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.0988	0.0988				15.75				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.0988	0.0988				15.75				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.75				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			21.32										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.16										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			34.98										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 4		4			53.15										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	13.89										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	18.75										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	27.55										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 4		4	UEPPX	UECD1	45.72										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	7.43	225.96	87.13	114.59	14.25		15.75			1.97	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.35	1.88				15.75			1.97	
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.35	1.88				15.75			1.97	
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.94	26.94				15.75			1.97	
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				15.75			1.97	
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				15.75			1.97	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				15.75			1.97	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				15.75			1.97	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.75			1.97	
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		28.59										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		35.00										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		45.18										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 4		4			67.61										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	18.26						15.75			1.97	
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	24.67						15.75			1.97	
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	34.85						15.75			1.97	
	2-Wire ISDN Digital Grade Loop - UNE Zone 4		4	UEPPB UEPPR	USL2X	57.28						15.75			1.97	
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	10.33	190.80	133.22	100.72	21.13		15.75			1.97	
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.73	27.17				15.75			1.97	
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	2.56	0.00	0.00				15.75			1.97	
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	22.5298	40.77	27.57	17.26	7.11		15.75			1.97	
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0098	0.00	0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		155.43										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		205.74										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		283.10										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 4		4	UEPPP		534.81										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	79.08						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	129.38						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	206.74						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPPP	USL4P	458.46						15.75			1.97	
UNE Port Rate																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	76.35	458.93	260.59	127.75	32.76		15.75			1.97	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.76	79.01				15.75			1.97	
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.49					15.75			1.97	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.58	11.58				15.75			1.97	
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		23.15	23.15				15.75			1.97	
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.61					15.75			1.97	
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.61					15.75			1.97	
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.61					15.75			1.97	
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	57.53	89.79	82.28	16.66	14.90		15.75			1.97	
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.20										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		131.78						15.75			1.97	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		182.07						15.75			1.97	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		259.44						15.75			1.97	
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC		511.15						15.75			1.97	
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	79.08						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	129.38						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	206.74						15.75			1.97	
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC	458.46						15.75			1.97	
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	52.70	457.12	254.70	120.96	14.61		15.75			1.97	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		130.24	67.41				15.75			1.97	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		130.24	67.41				15.75			1.97	
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		130.24	67.41				15.75			1.97	
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.56	14.56				15.75			1.97	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.56	14.56				15.75			1.97	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.56	14.56				15.75			1.97	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.56	14.56				15.75			1.97	
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.56	14.56				15.75			1.97	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00				15.75			1.97	
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00				15.75			1.97	
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						15.75			1.97	
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						15.75			1.97	
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.75			1.97	
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.75			1.97	
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						15.75			1.97	
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.75			1.97	
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.75			1.97	
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	57.33	89.79	82.28	16.86	14.90		15.75			1.97	
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.20	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.20	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.20	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	79.08	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	129.38	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	206.74	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 4		4	UEPMG	USLDC	458.46	0.00	0.00				15.75			1.97	
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	95.06	0.00	0.00				15.75			1.97	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	190.12	0.00	0.00				15.75			1.97	
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	380.24	0.00	0.00				15.75			1.97	
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	570.36	0.00	0.00				15.75			1.97	
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	760.48	0.00	0.00				15.75			1.97	
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	950.60	0.00	0.00				15.75			1.97	
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,140.72	0.00	0.00				15.75			1.97	
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,520.96	0.00	0.00				15.75			1.97	
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,901.20	0.00	0.00				15.75			1.97	
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,281.44	0.00	0.00				15.75			1.97	
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,661.68	0.00	0.00				15.75			1.97	
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	151.35	8.41				15.75			1.97	
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	715.15	327.39	148.05	17.56		15.75			1.97	
	Bipolar 8 Zero Substitution															

UNBUNDLED NETWORK ELEMENTS - Mississippi

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00				15.75			1.97	
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00				15.75			1.97	
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.23	0.00	0.00	0.00	0.00		15.75			1.97	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.23	0.00	0.00	0.00	0.00		15.75			1.97	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.23	0.00	0.00	0.00	0.00		15.75			1.97	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	7.40	0.00	0.00	0.00	0.00		15.75			1.97	
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.61	25.36	13.39	4.29	4.26		15.75			1.97	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.61	78.03	18.39	60.66	11.85		15.75			1.97	
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.75			1.97	
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.75			1.97	
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.75			1.97	
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.75			1.97	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.75			1.97	
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	2.56	0.00	0.00				15.75			1.97	
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
ADDITIONAL NRCs																
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
UNE DS1 Loop																
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP91		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		28.78										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP91		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP91	UECS1	43.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP91	UECS2	45.72										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.23	40.31	19.84	24.90	6.58		15.75				
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.23	40.31	19.84	24.90	6.58		15.75				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7947										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	2.56						15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Select Features Offered, per port			UEP91	UEPVS	0.00	404.98					15.75				
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.56						15.75				
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.25	120.00	18.85	61.77	3.88		15.75				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	22.52	40.77	27.57	17.26	7.11		15.75				
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0098										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.57										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.57										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.57										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.57										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.57										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.57										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.57										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10				15.75				
	Conversion of Existing Centrex Common Block			UEP91	USACN		37.97	16.68				15.75				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	666.32					15.75				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	666.32					15.75				
	Secondary Block, per Block			UEP91	M2CC1	0.00	77.91					15.75				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.63					15.75				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP95		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		28.78										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP95		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP95	UECS1	43.68										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP95	UECS2	45.72										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.23	40.31	19.84	24.90	6.58		15.75				
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.23	40.31	19.84	24.90	6.58		15.75				
FL & GA Only												15.75				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7947										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	2.56						15.75				
	All Select Features Offered, per port			UEP95	UEPVS	0.00	404.98					15.75				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.56						15.75				
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				15.75				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.25	120.00	18.85	61.77	3.88		15.75				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	58.41	203.19	96.25	74.86	2.54		15.75				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.56									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	22.52	40.77	27.57	17.26	7.11		15.75				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0098										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.57										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.57										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.57										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.57										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.57										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.57										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.57										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10				15.75				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.97	16.68				15.75				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	666.32					15.75				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	666.32					15.75				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.63					15.75				
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP9D		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		28.78										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP9D		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP9D	UECS1	43.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP9D	UECS2	45.72										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.23	40.31	19.84	24.90	6.58		15.75				

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.23	40.31	19.84	24.90	6.58		15.75				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.23	40.31	19.84	24.90	6.58		15.75				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.23	108.35	70.57	54.24	11.70		15.75				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.23	108.35	70.57	54.24	11.70		15.75				

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.23	40.31	19.84	24.90	6.58		15.75				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7947										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	2.56						15.75				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	404.98					15.75				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.56						15.75				
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				15.75				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.25	120.00	18.85	61.77	3.88		15.75				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	58.41	203.19	96.25	74.86	2.54		15.75				
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.56									
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	22.52	40.77	27.57	17.26	7.11		15.75				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0098										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.57										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.57										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.57										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.57										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.57										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.57										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.57										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10				15.75				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.97	16.68				15.75				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	666.32					15.75				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	666.32					15.75				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.63					15.75				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP9E		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		28.78										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP9E		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP9E	UECS1	43.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP9E	UECS2	45.72										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.23	40.31	19.84	24.90	6.58		15.75				
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.23	40.31	19.84	24.90	6.58		15.75				
Local Switching																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.7947										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	2.56						15.75				
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	404.98					15.75				
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.56						15.75				
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				15.75				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.25	120.00	18.85	61.77	3.88		15.75				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	58.41	203.19	96.25	74.86	2.54		15.75				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.56					15.75				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	22.52	40.77	27.57	17.26	7.11		15.75				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0098										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.57						15.75				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.57						15.75				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.57						15.75				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.57						15.75				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.57						15.75				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.57						15.75				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.57						15.75				
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10				15.75				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.97	16.68				15.75				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	666.32					15.75				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	666.32					15.75				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.63					15.75				
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		12.22										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		17.13										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		26.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		4	UEP93		44.91										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		15.12										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		19.98										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		28.78										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		4	UEP93		46.95										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	10.98										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	15.91										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	25.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 4		4	UEP93	UECS1	43.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	13.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	18.75										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	27.55										
	2-Wire Voice Grade Loop (SL 2) - Zone 4		4	UEP93	UECS2	45.72										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.23	108.35	70.57	54.24	11.70		15.75				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.23	40.31	19.84	24.90	6.58		15.75				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.23	40.31	19.84	24.90	6.58		15.75				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.7947										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	2.56						15.75				
	All Centrex Control Features Offered, per port			UEP93	UEPVC	2.56						15.75				
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				15.75				
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00				15.75				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	8.25	120.00	18.85	61.77	3.88		15.75				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	58.41	203.19	96.25	74.86	2.54		15.75				
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.56					15.75				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	22.52	40.77	27.57	17.26	7.11		15.75				
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0098										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.57										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.57										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.57										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.57										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.57										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.57										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.57										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10				15.75				
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.97	16.68								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	666.32					15.75				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	666.32					15.75				
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.63					15.75				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.11	57.99	42.37					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.24	57.99	42.37					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	33.65	57.99	42.37					26.94	12.76		
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		76.24						26.94	12.76		
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		39.51						26.94	12.76		
	Engineering Information Document (EI)			UEANL			28.74	28.74								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		61.38	61.38								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		45.34									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop Non-Designed - SW	I	sw	UEQ	UEQ2X	15.88	57.99	42.37					26.94	26.94		
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC	.	45.34									
	Engineering Information Document			UEQ			28.74	28.74					26.94	12.76		
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		76.24						26.94	12.76		
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		39.51						26.94	12.76		
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop -Service Level 1-Statewide-Line Splitting			UEPSR UEPSB	UEALS								26.94	12.76		
	2 Wire Analog Voice Grade Loop -Service Level 1-Statewide-Line Splitting			UEPSR UEPSB	UEABS								26.94	12.76		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.11	57.99	42.37					26.94	12.76		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.11	57.99	42.37					26.94	12.76		
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.24	57.99	42.37					26.94	12.76		
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.24	57.99	42.37					26.94	12.76		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	33.65	57.99	42.37					26.94	12.76		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	33.65	57.99	42.37					26.94	12.76		
UNE Loop Rates for Line Splitting																
	2-Wire Voice Grade Loop (SL1) for Line Splitting- Statewide		sw	UEPRX	UEPLX	14.18										
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.97	142.97	106.56					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.93	142.97	106.56					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	40.81	142.97	106.56					26.94	12.76		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.34									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.97	142.97	106.56					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.93	142.97	106.56					26.94	12.76		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	40.81	142.97	106.56					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.34									
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.32	288.47	237.45					26.94	12.76		
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	36.27	288.47	237.45					26.94	12.76		
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	56.57	288.47	237.45					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.34									
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.42	325.91	251.31					26.94	12.76		
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.88	325.91	251.31					26.94	12.76		
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	51.14	325.91	251.31					26.94	12.76		
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		45.34									
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	19.42	325.91	251.31					26.94	12.76		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	32.88	325.91	251.31					26.94	12.76		
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	51.14	325.91	251.31					26.94	12.76		
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.00	264.71	145.60								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.39	264.71	145.60								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	28.42	264.71	145.60								
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.34									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.00	190.25	114.82					26.94	12.76		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.39	190.25	114.82					26.94	12.76		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	28.42	190.25	114.82					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.34									
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.01	284.74	163.54					0.00	0.00		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.87	284.74	163.54					0.00	0.00		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	22.82	284.74	163.54					0.00	0.00		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.34									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.01	207.48	132.05					26.94	12.76		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.87	207.48	132.05					26.94	12.76		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	22.82	207.48	132.05					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.34									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.62	341.65	220.45								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.67	341.65	220.45								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.24	341.65	220.45								
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.34									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.62	264.39	188.96					26.94	12.76		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.67	264.39	188.96					26.94	12.76		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.24	264.39	188.96					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.34									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	47.60	714.84	421.47					42.19	12.76		
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	84.36	714.84	421.47					42.19	12.76		
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	134.29	714.84	421.47					42.19	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		48.31									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	25.32	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	43.11	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	67.26	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.32	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	43.11	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	67.26	489.04	337.51					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.34									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.32	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	43.11	489.04	337.51					26.94	12.76		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	67.26	489.04	337.51					26.94	12.76		
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.34									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	13.26	262.86	143.75								
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	22.39	262.86	143.75								
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	34.80	262.86	143.75								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	13.26	188.39	112.96					26.94	12.76		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	22.39	188.39	112.96					26.94	12.76		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	34.80	188.39	112.96					26.94	12.76		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	13.26	262.86	143.75								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	22.39	262.86	143.75								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	34.80	262.86	143.75								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	13.26	188.39	112.96					26.94	12.76		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	22.39	188.39	112.96					26.94	12.76		
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	34.80	188.39	112.96					26.94	12.76		
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
4-WIRE COPPER LOOP																

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	311.03	191.93								
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	29.61	311.03	191.93								
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	46.26	311.03	191.93								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	236.57	161.14					26.94	12.76		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	29.61	236.57	161.14					26.94	12.76		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	46.26	236.57	161.14					26.94	12.76		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	17.36	311.03	191.93								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	29.61	311.03	191.93								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	46.26	311.03	191.93								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	17.36	236.57	161.14					26.94	12.76		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	29.61	236.57	161.14					26.94	12.76		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	46.26	236.57	161.14					26.94	12.76		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		21.24	21.24								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		119.24	119.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		21.24	21.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		119.24	119.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		24.84	24.84								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		373.57									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		33.78									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		234.76									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		81.05									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7.31	126.03	54.54					26.94	12.76		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	11.93	126.03	54.54					26.94	12.76		

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	18.20	126.03	54.54					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		61.38	61.38								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.44	156.52	79.66					26.94	12.76		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.81	156.52	79.66					26.94	12.76		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	21.10	156.52	79.66					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		61.38	61.38								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.79	114.05	37.20					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		61.38	61.38								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	3.74	127.67	50.82					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		61.38	61.38								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	6.10	137.10	60.24					26.94	12.76		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.70	137.10	60.24					26.94	12.76		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	14.59	137.10	60.24					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		61.38	61.38								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.58	162.24	85.38					26.94	12.76		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	10.51	162.24	85.38					26.94	12.76		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	15.84	162.24	85.38					26.94	12.76		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		61.38	61.38								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		124.51	1.82					26.94	12.76		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		124.51	1.82					26.94	12.76		
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		249.25	47.30					26.94	12.76		
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4351	64.98									
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines	I		UENTW	UND12		86.37	56.69					26.94	12.76		
		Network Interface Device (NID) - 1-6 lines	I		UENTW	UND16		127.93	98.21					26.94	12.76		
		Network Interface Device Cross Connect - 2 W	I		UENTW	UNDC2		11.68	11.68					26.94	12.76		
		Network Interface Device Cross Connect - 4W	I		UENTW	UNDC4		11.68	11.68					26.94	12.76		
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		373.57									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		33.78	33.78								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		523.51	11.31					19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	10.41	122.52	46.61					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	17.31	122.52	46.61					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	26.67	122.52	46.61					26.94	12.76		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		45.34									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	10.41	122.52	46.61					26.94	12.76		

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	17.31	122.52	46.61					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	26.67	122.52	46.61					26.94	12.76		
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		45.34									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	10.41	122.52	46.61					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	17.31	122.52	46.61					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	26.67	122.52	46.61					26.94	12.76		
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		45.34									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	19.96	226.36	144.28					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	33.91	226.36	144.28					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	52.85	226.36	144.28					26.94	12.76		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.34									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	19.96	226.36	144.28					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	33.91	226.36	144.28					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	52.85	226.36	144.28					26.94	12.76		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.34									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.24	202.01	105.88					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	29.17	202.01	105.88					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	45.37	202.01	105.88					26.94	12.76		
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		45.34									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.24	202.01	105.88					26.94	12.76		
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	29.17	202.01	105.88					26.94	12.76		
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	45.37	202.01	105.88					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	35.65	393.01	153.37					42.19	12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	63.18	393.01	153.37					42.19	12.76		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	100.58	393.01	153.37					42.19	12.76		
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		48.31									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.14	172.89	90.81					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	14.90	172.89	90.81					26.94	12.76		
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	22.71	172.89	90.81					26.94	12.76		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.34									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.41	207.14	134.77					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	22.42	207.14	134.77					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	34.66	207.14	134.77					26.94	12.76		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.34									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	24.27	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	41.55	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	65.02	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	24.27	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	41.55	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	65.02	215.00	132.92					26.94	12.76		
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		45.34									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	24.27	215.00	132.92					26.94	12.76		

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	41.55	215.00	132.92					26.94	12.76		
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	65.02	215.00	132.92					26.94	12.76		
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		45.34									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	16.03										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	350.32	3,383.00	406.81	164.08	93.01			26.94	12.76		
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	16.03										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	376.06	3,383.00	406.81	164.08	93.01			26.94	12.76		
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	12.16										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.60										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	564.14	3,383.00	406.81	164.08	93.01			26.94	12.76		
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.97										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	639.50										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,841.00	3,383.00	406.81	164.08	93.01			26.94	12.76		
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	49.10										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	319.92										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,603.00	3,569.00	406.81	160.39	90.92			26.94	12.76		
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	360.95	787.73	406.81	160.39	90.92			26.94	12.76		
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	398.41	652.26	652.26								
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	58.36	271.78	271.78								
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	439.73	652.25	652.26								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	98.34	271.78	271.78								
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.52	126.85	92.35	33.65	9.42						
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.77	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.77	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	0.89	35.73	35.49								
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	13.03	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.77	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	37.98	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.51	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.51	21.11	21.00	10.81	10.74						
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.51	21.11	21.00	10.81	10.74						
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.33										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	450.69	1,071.00	646.12					53.48	53.48		
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	13.33										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	464.26	1,071.00	646.12					53.48	53.48		
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		55.44	55.44								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.73	55.73								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6960821	0.6960821								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	181.18	631.54	31.27								
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	45.30	631.54	31.27								
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	424.61	0.00					26.94	12.76		
		Line Sharing Splitter - per Line Activation in the Remote Terminal (RT)			ULS		2.23	122.12	48.05								
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		146.32	31.27					26.94	12.76		
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	54.71	28.77					25.33	2.53		
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		35.42	16.57					25.33	2.53		
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		35.14	16.29					26.94	12.76		
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31					26.94	12.76		
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	56.92	28.59					26.94	12.76		
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	56.92	28.59					26.94	12.76		
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	38.18	424.61	0.00					26.94			
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00					26.94			
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	56.92	28.59					26.94	12.76		
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	56.92	28.59					26.94	12.76		
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0125										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.00	137.48	52.58					38.07	38.07		
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0125										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.00	137.48	52.58					38.07	38.07		
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0125										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.16	106.11	65.95					22.32	22.32		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0282										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.40	137.48	52.58					38.07	38.07		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0282										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.40	137.48	52.58					38.07	38.07		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.5753										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	71.29	217.17	163.75					38.07	38.07		
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	12.98										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	720.38	794.94	579.55					91.26	91.26		
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.14										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	790.37	642.23	408.89					53.48	53.48		
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	11.24	553.80	89.69					42.17	12.76		
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	19.91	553.80	89.69					42.17	12.76		
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	31.70	553.80	89.69					42.17	12.76		
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	UNDVX	ULDV4	12.03	562.23	92.67					42.17	12.76		
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	UNDVX	ULDV4	21.33	562.23	92.67					42.17	12.76		
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	UNDVX	ULDV4	33.95	562.23	92.67					42.17	12.76		
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	27.05	534.48	462.69					86.15	1.77		
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	47.94	534.48	462.69					86.15	1.77		
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	76.32	534.48	462.69					86.15	1.77		
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	0.9954										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	298.92	562.25	527.88					56.25	56.25		
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	0.9954										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	286.13	1,071.00	646.12					53.48	53.48		
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	64.04										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,347.00	279.87								
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	27.71										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,807.00	562.96								
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	64.04										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,347.00	279.87								
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		7.05	0.96					26.94			

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			23.82	2.73					41.35			
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		23.82	2.73					41.35			
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		5.63	2.82								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		6.59	3.77								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		8.01	0.96					26.94			
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		5.63									
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.00003										
		LIDB Validation Per Query			OQU		0.0134										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		62.26						26.94	26.94		
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	18.22	278.02	278.02					41.35	41.35		
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	18.22	278.02	278.02					41.35	41.35		
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.83										
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.00004										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.00009										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	338.98										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					19.99	19.99		
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					19.99	19.99		
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1		1			11.24	553.80	89.69					42.17	12.76		
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2		2			19.91	553.80	89.69					42.17	12.76		
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3		3			31.70	553.80	89.69					42.17	12.76		
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0282										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					18.00	137.48	52.58					38.07	38.07		
		Local Channel - Dedicated - DS1 - Zone 1		1			27.05	534.48	462.69					86.15	1.77		
		Local Channel - Dedicated - DS1 - Zone 2		2			47.94	534.48	462.69					86.15	1.77		
		Local Channel - Dedicated - DS1 - Zone 3		3			76.32	534.48	462.69					86.15	1.77		
		Interoffice Transport - Dedicated - DS1 Per Mile					0.5753										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					71.29	217.17	163.75					38.07	38.07		
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			75.62									
		CNAM For Non DB Owners - Service Establishment			OQV			75.62									
		CNAM For DB Owners - Service Provisioning With Point Code Establishment (Initial)			OQV			2,354.00	2,354.00								
		CNAM For DB Owners - Service Provisioning With Point Code Establishment (Subsequent)			OQV			1,739.00	1,739.00								
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment (Initial)			OQV			1,072.00	1,072.00								
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment (Subsequent)			OQV			768.44	768.44								
		CNAM for DB & Non DB Owners, Per Query			OQV		0.0009592										
LNP Query Service																	
		LNP Charge Per query			OQV		0.00084										
		LNP Service Establishment Manual			OQV			41.25									
		LNP Service Provisioning with Point Code Establishment (Initial)			OQV			1,563.00	1,563.00								
		LNP Service Provisioning with Point Code Establishment (Subsequent)			OQV			883.99	883.99								

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.062										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		188.59	188.59								
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,848.30	2,848.30								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00								
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.09	41.78	39.23	4.75	4.75			19.99	19.99	19.99	19.99

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.18	41.91	39.25	4.73	4.73			19.99	19.99	19.99	19.99
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	15.99	67.34	48.55					19.99	19.99	19.99	19.99
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	28.74	82.35	63.56					19.99	19.99	19.99	19.99
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	0.97	71.02	51.08								
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83					19.99	19.99		
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		532.72						19.99			
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72						19.99			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					19.99	19.99		
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					19.99	19.99		
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					19.99	19.99		
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					19.99	19.99		
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					19.99	19.99		
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					19.99	19.99		
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.09	41.78	39.23					26.94	12.76		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25					26.94	12.76		
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0287	33.96	32.08	36.72	34.84			19.99	19.99		

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0309	33.53	31.65	36.29	34.41			19.99	19.99		
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		215,597.00									
		End Office Establishment			SRC	SRCEO		347.27									
		Query NRC, per query			SRC		0.0053758										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		294.77									
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		86.94									
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		86.94									
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		200.83									
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		172.05									
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0023										
		AIN SMS Access Service - Session, Per Minute					0.0791										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		290.05									
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,363.00									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		72.76									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		72.76									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		72.76									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		149.95									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		149.95									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		149.95									
		AIN Toolkit Service - Query Charge, Per Query					0.02										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.005										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.45										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	15.98	71.80									
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.08	47.20									
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.90	71.80									
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.003	47.20									
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.97	142.97	106.56								

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	25.93	142.97	106.56								
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	40.81	142.97	106.56								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.5753										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
		DS1 Channelization System Per Month			UNC1X	MQ1	146.69	197.78	140.06					38.07	38.07		
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.27	13.09	9.38					38.07	38.07		
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.97	142.97	106.56								
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	25.93	142.97	106.56								
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	40.81	142.97	106.56								
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.27	13.09	9.38					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.32	288.47	237.45								
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	36.27	288.47	237.45								
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	56.57	288.47	237.45								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.5753										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.69	197.78	140.06					38.07	38.07		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.27	13.09	9.38					38.07	38.07		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.32	288.47	237.45								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	36.27	288.47	237.45								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	56.57	288.47	237.45								
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.27	13.09	9.38					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.32	489.04	337.51								
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	43.11	489.04	337.51								
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	67.26	489.04	337.51								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.5753										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.69	197.78	140.06					38.07	38.07		

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.00	15.76	11.28					38.07	38.07		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.32	489.04	337.51								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	43.11	489.04	337.51								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	67.26	489.04	337.51								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.00	15.76	11.28					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.32	489.04	337.51								
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	43.11	489.04	337.51								
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	67.26	489.04	337.51								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.5753										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.69	197.78	140.06					38.07	38.07		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.00	15.76	11.28					38.07	38.07		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.32	489.04	337.51								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	43.11	489.04	337.51								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	67.26	489.04	337.51								
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.00	15.76	11.28					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	47.60	714.84	421.47								
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	84.36	714.84	421.47								
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	134.29	714.84	421.47								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.5753										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	47.60	714.84	421.47								
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.36	714.84	421.47								
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	134.29	714.84	421.47								
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	12.98										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	720.38	794.94	579.55					38.07	38.07		
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	233.10	403.97	234.40					38.07	38.07		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	16.07	13.09	9.38					38.07	38.07		
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	47.60	714.84	421.47								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.36	714.84	421.47								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	134.29	714.84	421.47								
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	16.07	13.09	9.38					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.97	142.97	106.56								
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	25.93	142.97	106.56								
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	40.81	142.97	106.56								
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0282										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	18.00	137.48	52.58					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.32	288.47	237.45								
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	36.27	288.47	237.45								
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	56.57	288.47	237.45								
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0282										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.16	106.11	65.95					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	11.12										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	404.98	1,071.00	646.12					38.07	38.07		
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	12.98										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	720.38	794.94	579.55					38.07	38.07		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	11.12										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	417.70	1,071.00	646.12					38.07	38.07		
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.14										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	790.37	794.94	679.55					38.07	38.07		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.42	325.91	251.31								
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.88	325.91	251.31								
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	51.14	325.91	251.31								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.5753										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	71.29	217.17	163.75					38.07	38.07		
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.69	197.78	140.06					38.07	38.07		
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.59	15.76	11.28					38.07	38.07		
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.42	325.91	251.31								
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.88	325.91	251.31								
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	51.14	325.91	251.31								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.59	15.76	11.28					38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	47.60	714.84	421.47								
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.36	714.84	421.47								
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	134.29	714.84	421.47								
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.14										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	790.37	794.94	679.55					38.07	38.07		
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	233.10	403.90	234.40					38.07	38.07		
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	16.07	13.09	9.38					38.07	38.07		
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	47.60	714.84	421.47								
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.36	714.84	421.47								
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	134.29	714.84	421.47								
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	16.07	13.09	9.38					38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	25.32	489.04	337.51								
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	43.11	489.04	337.51								
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	67.26	489.04	337.51								
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0282										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.40	137.48	52.58					38.07	38.07		

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	25.32	489.04	337.51								
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	43.11	489.04	337.51								
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	67.26	489.04	337.51								
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0282										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	17.40	137.48	52.58					38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.																
Node (SynchroNet)																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		21.75	21.75	32.28	10.96			38.07	38.07		
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	11.24	553.80	89.69								
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	19.91	553.80	89.69								
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNCXV	ULDV2	31.70	553.80	89.69								
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	12.03	562.23	92.67								
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	21.33	562.23	92.67								
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	UNCXV	ULDV4	33.95	562.23	92.67								
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	27.05	534.48	462.69								
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	47.94	534.48	462.69								
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	76.32	534.48	462.69								
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	0.9954										
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	298.92	562.25	527.88								
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	0.9954										
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	286.13	1,071.00	646.12								
Optional Features & Functions:																
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	146.69	197.78	140.06					24.85	8.16		
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	2.00	13.09	9.38					24.85	8.16		
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.59	13.09	9.38					24.85	8.16		
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.27	13.09	9.38					24.85	8.16		
	DS3 to DS1 Channel System per month			UXTD3	MQ3	233.10	403.97	234.40					24.78	7.42		
	STS1 to DS1 Channel System per month			UXTS1	MQ3	233.10	403.97	234.40					38.07	38.07		
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	16.07	13.09	9.38					24.85	8.16		
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	16.07	13.09	9.38					24.85	8.16		
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	16.07	13.09	9.38					24.85	8.16		

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													24.85	8.16		
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.19	21.60	21.60					26.94	12.76		
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.19	21.60	21.60					26.94	12.76		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.19	21.60	21.60					26.94	12.76		
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.19	21.60	21.60					26.94	12.76		
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					26.94	12.76		
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	3.40	0.00	0.00					26.94	12.76		
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.19	21.60	21.60					26.94	12.76		
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.19	21.60	21.60					26.94	12.76		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.19	21.60	21.60					26.94	12.76		
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.19	21.60	21.60					26.94	12.76		
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	3.40	0.00	0.00					26.94	12.76		
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.18	21.60	21.60					26.94	12.76		
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.18	21.60	21.60					26.94	12.76		
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.18	21.60	21.60					26.94	12.76		
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.18	21.60	21.60					26.94	12.76		
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.18	21.60	21.60					26.94	12.76		
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.18	21.60	21.60					26.94	12.76		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.18	21.60	21.60					26.94	12.76		
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					26.94	12.76		
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	3.40	0.00	0.00					26.94	12.76		
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					2.59	21.60	21.60					26.94	12.76		
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	12.36	81.84	81.84					26.94	12.76		
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	123.65	116.59	69.92					26.94	12.76		

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	24.50	62.29	62.29					55.30	55.30		
	All Features Offered			UEPTX UEPSX	UEPVF	3.40	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	179.75	241.63	241.63					53.89	53.89		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0015										
	End Office Trunk Port - Shared, Per MOU					0.00023										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0006										
	Tandem Trunk Port - Shared, Per MOU					0.0003										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.00001										
	Common Transport - Facilities Termination Per MOU					0.00034										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			13.03										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.33										
	2-Wire VG Loop/Port Combo - Zone 3		3			32.61										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.33										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.28	90.00	90.00					40.18	9.45		
	FEATURES															
	All Features Offered			UEPRX	UEPVF	3.40	0.00	0.00					40.18	9.45		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.42						10.27			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					40.18	9.45		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			13.03										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.33										
	2-Wire VG Loop/Port Combo - Zone 3		3			32.61										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.75										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.33										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.28	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	2.28	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	3.40	0.00	0.00					40.18	9.45		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.42						10.27			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00					40.18	9.45		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			13.03										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.33										
	2-Wire VG Loop/Port Combo - Zone 3		3			32.61										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.33										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.28	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	3.40	0.00	0.00					40.18	9.45		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.42						10.27			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					40.18	9.45		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			13.03										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.33										
	2-Wire VG Loop/Port Combo - Zone 3		3			32.61										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.33										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.28	90.00	90.00					40.18	9.45		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.28	90.00	90.00					40.18	9.45		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.28	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.28	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					40.18	9.45		
FEATURES																
	All Features Offered			UEPPX	UEPVF	3.40	0.00	0.00					40.18	9.45		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.42						10.27			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					40.18	9.45		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			13.03										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.33										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			32.61										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	10.75										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	19.05										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.33										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)			UEPCO	UEPND	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening (NC)			UEPCO	UEPNC	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNB	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNE	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)			UEPCO	UEPCL	2.28	90.00	90.00					40.18	9.45		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.28	90.00	90.00					40.18	9.45		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.28	90.00	90.00					40.18	9.45		
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.70	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.77	0.40					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.42									
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					40.18	9.45		
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	2.19	225.00	225.00					40.18	9.45		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			20.97										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			27.80										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			37.08										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	8.85										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	15.68										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	24.96										
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	12.12	485.00	75.00					40.18	9.45		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		13.26	8.39					53.89	11.34		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		13.26	8.39					53.89	11.34		
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.49						40.18	9.45		
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		38.84										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		50.01										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		65.18										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	14.47										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	25.64										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.81										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	24.37	450.00	375.00					19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l OSS Rates($) SOMAN
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	174.35	174.35								
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.40	0.00	0.00								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18.0282	137.48	52.58					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0282	0.00	0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		226.55										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		263.28										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		313.15										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	134.14										
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	179.01	1,150.00	1,150.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	481.51	481.51								
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)			UEPPP	PR7TG		1.17	1.17								
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)			UEPPP	PR7TP		28.17	28.17								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		56.33	56.33								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	36.92						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	36.92						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	36.92						19.99	19.99		
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	71.8653	217.17	163.75	0.00				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.5753										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		171.06										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		207.79										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		257.66										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	134.14										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	123.52	1,050.00	480.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		490.38	490.38								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		490.38	490.38								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		490.38	490.38								
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		127.63	127.63								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.81	28.81								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.81	28.81								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.81	28.81					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.81	28.81					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.81	28.81								
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	615.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	615.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	71.29	217.17	163.75	0.00	0.00			19.99	19.99		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.5753	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	47.54	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	84.27	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	134.14	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	123.06	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	246.12	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	492.24	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	738.36	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	984.48	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,230.60	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,476.72	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,968.96	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,461.20	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,953.44	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,445.68	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	330.61	16.64					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	743.74	326.22	149.02	17.68			19.99	19.99		
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	615.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	615.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	2.28	0.00	0.00	0.00	0.00			40.18	9.45		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	2.28	0.00	0.00	0.00	0.00			40.18	9.45		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	2.28	0.00	0.00	0.00	0.00			40.18	9.45		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	13.26	0.00	0.00	0.00	0.00			40.18	9.45		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.65	25.27	13.34	4.15	4.12			40.18	9.45		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.65	77.75	18.33	58.74	11.48			40.18	9.45		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	3.40	0.00	0.00					40.18	9.45		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRX	UEPLX	14.18										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					40.18	9.45		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					40.18	9.45		
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00					40.18	9.45		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPBX	UEPLX	14.18										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					40.18	9.45		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					40.18	9.45		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					40.18	9.45		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					40.18	9.45		

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					40.18	9.45		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRG	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					40.18	9.45		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					40.18	9.45		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					40.18	9.45		
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.18	9.45		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.18	9.45		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPPX	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					40.18	9.45		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					40.18	9.45		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					40.18	9.45		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					40.18	9.45		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					40.18	9.45		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					40.18	9.45		
	ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00					40.18	9.45		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					40.18	9.45		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					40.18	9.45		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Statewide		sw			28.18										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPCO	UEPLX	14.18										
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)			UEPCO	UEPND	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening (NC)			UEPCO	UEPNC	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNB	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNE	14.00	90.00	90.00					40.18	9.45		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)			UEPCO	UEPCL	14.00	90.00	90.00					40.18	9.45		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					40.18	9.45		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					40.18	9.45		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					40.18	9.45		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			60.85										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			67.68										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			77.96										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 4		4													
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	8.85										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	15.68										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	25.96										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	52.00	485.00	75.00					40.18	9.45		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		200.00	75.00					53.89	11.34		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		200.00	75.00					53.89	11.34		
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		75.00						40.18	9.45		
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		79.47										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		90.64										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		105.81										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	14.47										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	25.64										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.81										
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	65.00	450.00	375.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	200.00	200.00								
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.40	0.00	0.00					19.99	19.99		
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	18.0282	137.48	52.58					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0282	0.00	0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		947.54										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		984.27										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,034.14										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	134.14										
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,150.00	1,150.00					19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00								
ADDITIONAL NRCs																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)			UEPPP	PR7TG		1.17	1.17								
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)			UEPPP	PR7TP		28.17	28.17								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		56.33	56.33								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00										
	Digital Data			UEPPP	PR71D	0.00										
	Inward Data			UEPPP	PR71E	0.00										
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	36.92						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	36.92						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	36.92						19.99	19.99		
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00										
	Outward			UEPPP	PR7C0	0.00										
	Two-way			UEPPP	PR7CC	0.00										
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	71.8653	217.17	163.75	0.00				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.5753										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		797.54										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		834.27										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		884.14										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	134.14										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,050.00	480.00	0.00	0.00			19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		288.86	133.87								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		288.86	133.37								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		288.86	133.37								
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		127.63	127.63								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.81	28.81								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.81	28.81								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.81	28.81					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.81	28.81					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.81	28.81								
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	615.00					19.99	19.99		
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	615.00					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	71.29	217.17	163.75	0.00	0.00			19.99	19.99		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.5753	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	47.54										
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	84.27	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	134.14	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	123.06	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	246.12	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	492.24	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	738.36	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	984.48	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,230.60	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,476.72	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,968.96	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,461.20	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,953.44	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,445.68	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	330.61	16.64					19.99	19.99		
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	743.74	326.22	149.02	17.68			19.99	19.99		
	Bipolar 8 Zero Substitution															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	615.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	615.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			40.18	9.45		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			40.18	9.45		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			40.18	9.45		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	52.00	0.00	0.00	0.00	0.00			40.18	9.45		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.65	40.00	20.00	10.00	5.00			40.18	9.45		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.65	110.00	30.00	75.00	15.00			40.18	9.45		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	3.40	0.00	0.00					40.18	9.45		
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		13.03										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		32.61										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		17.25										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		28.21										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		43.09										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	10.75										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	19.05										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.33										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	14.97										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	25.93										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	40.81										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	2.28							40.18	9.45		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.28							40.18	9.45		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.28							40.18	9.45		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.28							40.18	9.45		
	NC Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPUA	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPUB	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPUH	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPUM	2.28							40.18	9.45		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPUZ	2.28							40.18	9.45		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPU9	2.28							40.18	9.45		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPU2	2.28							40.18	9.45		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.903										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	3.40										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	457.83									
		All Centrex Control Features Offered, per port			UEP95	UEPVC	3.40										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					40.18	9.45		
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00					40.18	9.45		
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00					40.18	9.45		
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	12.36										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	123.65							40.18	9.45		
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.81						40.18	9.45		
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	18.00										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0282										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.65										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.65										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.65										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.65										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.65										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.65										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.65										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.77	0.40					40.18	9.45		
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	695.11						40.18	9.45		
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	695.11						40.18	9.45		
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73						40.18	9.45		
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		13.03										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		32.61										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		17.25										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		28.21										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		43.09										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.75										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	19.05										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.33										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.97										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	25.93										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	40.81										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.28							40.18	9.45		

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.28							40.18	9.45		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.28							40.18	9.45		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.28							40.18	9.45		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.28							40.18	9.45		
	NC Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPUA	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPUB	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPUC	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPUD	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPUE	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPUF	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPUG	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPUT	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPUU	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPUV	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPU3	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPUH	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPUW	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPUJ	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPUM	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPUO	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPUP	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPUQ	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPUR	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPUS	2.28							40.18	9.45		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPU4	2.28							40.18	9.45		

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPU5	2.28							40.18	9.45		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPU6	2.28							40.18	9.45		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPU7	2.28							40.18	9.45		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPUZ	2.28							40.18	9.45		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPU9	2.28							40.18	9.45		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPU2	2.28							40.18	9.45		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.903										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	3.40										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	457.83						40.18	9.45		
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.40										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00					40.18	9.45		
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00					40.18	9.45		
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00					40.18	9.45		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	12.36										
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	123.65										
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	28.81						40.18	9.45		
													40.18	9.45		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.00										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0282										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.65										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.65										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.65										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.65										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.65										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.65										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.65										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.77	0.40					40.18	9.45		
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	695.11						40.18	9.45		
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	695.11						40.18	9.45		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73						40.18	9.45		
4-Wire Digital (1.544 Megabits)																
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (SC)				SOMAN				1.97							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32		15.69				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32		15.69				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32		15.69				
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	34.23				15.69				
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90				15.69				
	Engineering Information Document (EI)			UEANL			13.47	13.47								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42		15.69				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42		15.69				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42		15.69				
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Engineering Information Document			UEQ			13.47	13.47				15.69				
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	34.23				15.69				
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90				15.69				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32		15.69				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32		15.69				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32		15.69				
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32		15.69				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32		15.69				
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32		15.69				
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61		15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61		15.69				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.13									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	25.21	117.58	80.03	53.05	10.61		15.69				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	32.76	117.58	80.03	53.05	10.61		15.69				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.70	117.58	80.03	53.05	10.61		15.69				
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93		15.69				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93		15.69				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93		15.69				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93		15.69				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93		15.69				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93		15.69				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93		15.69				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93		15.69				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93		15.69				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38		15.69				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38		15.69				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.13									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93		15.69				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	38.22	119.91	69.62	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.33	119.91	69.62	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	67.95	119.91	69.62	50.37	7.93		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	38.22	94.87	56.89	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	55.33	94.87	56.89	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	67.95	94.87	56.89	50.37	7.93		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38		15.69				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38		15.69				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38		15.69				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	77.29	144.17	93.88	55.12	10.38		15.69				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	118.78	144.17	93.88	55.12	10.38		15.69				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	144.10	144.17	93.88	55.12	10.38		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	77.29	119.44	81.45	55.12	10.38		15.69				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	118.78	119.44	81.45	55.12	10.38		15.69				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	144.10	119.44	81.45	55.12	10.38		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		32.46	32.46				15.69				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		170.89	170.89				15.69				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		32.46	32.46				15.69				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		170.89	170.89				15.69				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		32.48	32.48				15.69				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		241.42	241.42				15.69				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.69	22.69				15.69				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84				15.69				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.58	55.58				15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71		15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71		15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09		15.69				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09		15.69				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71		15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71		15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09		15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09		15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11				15.69				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11				15.69				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		278.82	6.13				15.69				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20				15.69				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79				15.69				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53				15.69				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92				15.69				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92				15.69				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		241.42					15.69				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.69	22.69				15.69				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		523.87	11.34				15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.93	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	11.74	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	14.74	93.28	56.69	54.68	13.74		15.69				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.13									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.93	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	11.74	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	14.74	93.28	56.69	54.68	13.74		15.69				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.13									

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment: 2 | Exhibit: B

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.93	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	11.74	93.28	56.69	54.68	13.74		15.69				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	14.74	93.28	56.69	54.68	13.74		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.13									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.63	107.91	70.36	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.57	107.91	70.36	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	26.04	107.91	70.36	62.26	17.52		15.69				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.63	107.91	70.36	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.57	107.91	70.36	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	26.04	107.91	70.36	62.26	17.52		15.69				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.05	106.47	68.92	55.81	13.37		15.69				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	20.92	106.47	68.92	55.81	13.37		15.69				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	23.49	106.47	68.92	55.81	13.37		15.69				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.13									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.05	106.47	68.92	55.81	13.37		15.69				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	20.92	106.47	68.92	55.81	13.37		15.69				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	23.49	106.47	68.92	55.81	13.37		15.69				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.85	102.19	64.64	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	109.16	102.19	64.64	62.26	17.52		15.69				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	203.35	102.19	64.64	62.26	17.52		15.69				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.13									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.98	83.97	46.42	53.14	10.69		15.69				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.80	83.97	46.42	53.14	10.69		15.69				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.59	83.97	46.42	53.14	10.69		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.21	101.22	63.67	58.03	13.29		15.69				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	8.28	101.22	63.67	58.03	13.29		15.69				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.42	101.22	63.67	58.03	13.29		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	20.17	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	20.17	102.19	64.64	62.26	17.52		15.69				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	20.17	102.19	64.64	62.26	17.52		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.13									

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																
Sub-Loop Feeder																
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	20.44										
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	348.12	3,392.00	407.90	160.83	91.17		15.69				
	Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	20.44										
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	369.07	3,392.00	407.90	160.83	91.17		15.69				
	Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	15.51										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.04										
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	565.50	3,392.00	407.90	160.83	91.17		15.69				
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	19.08										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	669.82										
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,840.00	3,392.00	407.90	160.83	91.17		15.69				
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	62.60										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	326.16										
	Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,560.00	3,578.00	407.90	160.83	91.17		15.69				
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	366.86	789.85	407.90	160.83	91.17		15.69				
UNBUNDLED LOOP CONCENTRATION																
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	318.73	326.13	326.13				15.69				
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	46.69	135.89	135.89				15.69				
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	351.78	326.13	326.13				15.69				
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	78.67	135.89	135.89				15.69				
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.42	63.43	46.18	16.83	4.71		15.69				
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.02	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.02	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.75	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	10.42	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	6.22	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	30.38	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	9.21	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	9.21	10.56	10.50	5.41	5.37		15.69				
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	9.21	10.56	10.50	5.41	5.37		15.69				
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.26										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77		15.69				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.26						15.69				
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77		15.69				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.34	0.34								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	216.22	189.21	0.00	178.38	0.00		15.69				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	54.05	189.21	0.00	178.38	0.00		15.69				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	18.02	189.21	0.00	178.38	0.00		15.69				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.67	0.00	49.95	0.00		15.69				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST owned Splitter)			ULS	ULSDC	0.61	18.55	10.62	10.04	4.93		15.69				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.42	8.21				15.69				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.42	8.21				15.69				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		15.69				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85		15.69				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85		15.69				
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	54.05	378.42	0.00	356.76	0.00		15.69				
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00		15.69				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.09	21.24	20.07	9.85		15.69				
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.09	21.24	20.07	9.85		15.69				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48		15.69				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	8.02										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59		15.69				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59		15.69				
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	15.33	193.53	33.24	36.72	3.21		15.69				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	11.93										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	446.00	452.52	264.53	119.75	83.77		15.69				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	11.93										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	97.65										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		640.51	138.17	317.76	198.11		15.69				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	36.41										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		640.51	138.17	317.76	198.11		15.69				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	97.65										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		640.51	138.17	317.76	198.11		15.69				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006673										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.59	0.44				15.69				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.95	0.81	4.58	0.54		15.69				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.95	0.81	4.58	0.54		15.69				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.59	1.30				15.69				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.03	1.74				15.69				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.03	0.44				15.69				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.59	2.59				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, w/ 8XX No. Delivery			OHD		0.0006673										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.0006673										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000246										
		LIDB Validation Per Query			OQU		0.0138158										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.40		42.18			15.69				
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000692										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000173										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65		15.69				
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65		15.69				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					15.33	193.53	33.24	36.72	3.21		15.69				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0167										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					24.30	40.63	27.47	16.77	6.91		15.69				
		Local Channel - Dedicated - DS1 - Zone 1					42.62	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 2					70.32	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 3					190.68	177.87	154.06	22.24	15.30		15.69				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.3415										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48		15.69				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69				
		CNAM For Non DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69				
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			993.09	734.47	269.53	198.18		15.69				
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			343.09	245.69	275.87	198.18		15.69				
		CNAM for DB Owners, Per Query			OQV		0.0010433										
		CNAM for Non DB Owners, Per Query			OQV		0.0010433										
LNP Query Service																	
		LNP Charge Per query					0.0008837										
		LNP Service Establishment Manual						25.09	25.09	23.07	23.07		15.69				
		LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18		15.69				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.69				
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.69				
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.89	84.89	14.14	14.14		15.69				
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		1,207.95	1,207.95	0.51	0.51		15.69				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54		15.69				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	9.19										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		15.69				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		15.69				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		15.69				
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12	22.08	15.96	6.42	5.80		15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93		15.69				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75				15.69				
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89				15.69				
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02				15.69				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75				15.69				
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89				15.69				
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02				15.69				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80		15.69				
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45		15.69				
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45		15.69				
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		101,324.34	101,324.34	8,609.85	8,609.85		15.69				
	End Office Establishment			SRC	SRCEO		175.66	175.66	1.70	1.70		15.69				
	Query NRC, per query			SRC		0.0035036										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.53	39.53	40.78	40.78		15.69				
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.85	7.85	9.11	9.11		15.69				
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.85	7.85	9.11	9.11		15.69				
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.08	35.08	27.12	27.12		15.69				
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.98	41.98	11.74	11.74		15.69				
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0027										
	AIN SMS Access Service - Session, Per Minute					0.7121										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8364										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.53	39.53	40.78	40.78		15.69				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,211.54	4,211.54	0.00	0.00		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.54	34.54	14.39	14.39		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.54	34.54	14.39	14.39		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.54	34.54	14.39	14.39		15.69				
		AIN Toolkit Service - Query Charge, Per Query					0.0558238										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0069214										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.87	7.85	7.85	5.52	5.52		15.69				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.51	8.68	8.68				15.69				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.85	7.85	5.52	5.52		15.69				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	8.68	8.68				15.69				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69				
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
		DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.56	6.59	4.73				15.69				
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69				
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.42										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59		15.69				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69				
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	12.26										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77		15.69				
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	12.26										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77		15.69				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.42										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69				
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		15.69				
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69				
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69				
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	11.93										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	446.00	452.52	264.53	119.75	83.77		15.69				
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	11.93										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69				
	Optional Features & Functions:																
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.19	6.59	4.73				15.69				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.56	6.59	4.73				15.69				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.56	6.59	4.73				15.69				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	8.64	6.59	4.73				15.69				
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.64	6.59	4.73				15.69				
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73				15.69				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAU	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)			UEPSR	UEPAJ	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.65	2.38	2.28	1.42	1.33		15.69				
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.69				
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00				15.69				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.65	2.38	2.28	1.42	1.33		15.69				
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.65	2.38	2.28	1.42	1.33		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33		15.69				
	Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAZ	1.65	2.38	2.28	1.42	1.33		15.69				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.65	2.38	2.28	1.42	1.33		15.69				
	Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)			UEPSB	UEPAB	1.65	2.38	2.28	1.42	1.33		15.69				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.69				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00				15.69				
	All Available Vertical Features				UEPVF	3.04	0.00	0.00				15.69				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	1.65	31.34	14.88	13.97	0.90		15.69				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.69				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	3.04	0.00	0.00				15.69				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.65	2.38	2.28	1.42	1.33		15.69				
Local Switching Features offered with Port																
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77		15.69				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	73.62	202.47	95.90	72.75	2.47		15.69				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	13.38	72.93	53.11	47.90	10.76		15.69				
	All Features Offered			UEPTX UEPSX	UEPVF	3.04	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	107.44	204.27	101.78	79.35	20.10		15.69				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0010519										
	End Office Trunk Port - Shared, Per MOU					0.0002136										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001634										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Tandem Trunk Port - Shared, Per MOU					0.0002863										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000045										
	Common Transport - Facilities Termination Per MOU					0.0004095										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.13	37.93	16.72				15.69				
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPRX	UEPAU	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPRX	UEPAJ	1.13	37.93	16.72				15.69				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72				15.69				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	3.04	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.13	37.93	16.72				15.69				
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.13	37.93	16.72				15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l OSS Rates($) SOMAN
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	37.93	16.72				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	3.04	0.00	0.00				15.69				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				15.69				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	26.04										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.13	37.93	16.72				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.69				
FEATURES																
	All Features Offered			UEPRG	UEPVF	3.04	0.00	0.00				15.69				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.93	1.91				15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.93	1.91				15.69				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	26.04										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.13	37.93	16.72				15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.13	37.93	16.72				15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.13	37.93	16.72				15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.13	37.93	16.72				15.69				
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	1.13	37.93	16.72				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.69				
FEATURES																
	All Features Offered			UEPPX	UEPVF	3.04	0.00	0.00				15.69				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.93	1.91				15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.93	1.91				15.69				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.89										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.52										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			27.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	1.13	37.93	16.72				15.69				
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	1.13	37.93	16.72				15.69				
	2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	1.13	37.93	16.72				15.69				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	1.13	37.93	16.72				15.69				
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	1.13	37.93	16.72				15.69				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	1.13	37.93	16.72				15.69				
	2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	1.13	37.93	16.72				15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.13	37.93	16.72				15.69				
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.13	37.93	16.72				15.69				
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	37.93	16.72				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				15.69				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.69				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.75										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.20										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			35.52										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	7.06	225.55	87.21	113.08	14.38			15.69			
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.32	1.87					15.69			
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87					15.69			
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.84						15.69			
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00					15.69			
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00					15.69			
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00					15.69			
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00					15.69			
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00					15.69			
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00					15.69			
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		30.86										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		38.60										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		44.23										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.90							15.69			
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	29.64							15.69			
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	35.27							15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l OSS Rates($) SOMAN
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	8.96	190.51	133.14	100.95	21.37			15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.59	27.08					15.69			
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.04	0.00	0.00					15.69			
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91			15.69			
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0167	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		176.82										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		241.38										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		347.84										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	90.87							15.69			
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	155.43							15.69			
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	261.89							15.69			
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	85.95	457.30	259.67	124.15	31.83			15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.34	78.73					15.69			
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.49	0.49					15.69			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.54	11.54					15.69			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		23.07	23.07					15.69			
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.56						15.69			
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.56						15.69			
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.56						15.69			
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48			15.69			
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		149.77										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.33										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		320.78										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87							15.69			
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43							15.69			
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89							15.69			
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	58.90	455.50	253.79	117.55	14.20			15.69			
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.78	67.17					15.69			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.78	67.17					15.69			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.78	67.17					15.69			
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.51	14.51					15.69			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.51	14.51					15.69			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.51	14.51					15.69			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.51	14.51					15.69			
BIPOLAR 8 ZERO SUBSTITUTION													15.69			
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00					15.69			
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00					15.69			
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							15.69			
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							15.69			
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							15.69			
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00					15.69			
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							15.69			
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00					15.69			
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00					15.69			
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00					15.69			
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48			15.69			
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3415	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3415	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	82.78	0.00	0.00					15.69			
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	165.56	0.00	0.00					15.69			
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	331.12	0.00	0.00					15.69			
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	496.68	0.00	0.00					15.69			
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	662.24	0.00	0.00					15.69			
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	827.80	0.00	0.00					15.69			
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	993.36	0.00	0.00					15.69			
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,324.48	0.00	0.00					15.69			
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,655.60	0.00	0.00					15.69			
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	1,986.72	0.00	0.00					15.69			
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,317.84	0.00	0.00					15.69			
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.81	8.38					15.69			
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69			15.69			
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00			15.69			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00			15.69			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00			15.69			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00			15.69			
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17			15.69			
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	78.31	18.46	59.37	11.60			15.69			
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00					15.69			
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	26.04										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				15.69				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				15.69				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				15.69				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.69				
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				15.69				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				15.69				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				15.69				
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	14.00	90.00	90.00				15.69				
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	14.00	90.00	90.00				15.69				
LOCAL NUMBER PORTABILITY																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69				
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	26.04										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69				
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	26.04										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				15.69				
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			27.76										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			34.38										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			40.04										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+ & Local; Enhanced Calling OPT 3YV (SC)			UEPCO	UEPCE	14.00	90.00	90.00				15.69				
		2-Wire Coin 2-W Oper Screen & Block: 900/976, 1+DDD, 011+, & Local; Enhanced Calling OPT AP7 (SC)			UEPCO	UEPCF	14.00	90.00	90.00				15.69				
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	14.00	90.00	90.00				15.69				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	14.00	90.00	90.00				15.69				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	14.00	90.00	90.00				15.69				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	14.00	90.00	90.00				15.69				
		2-Wire Coin Out Oper Screen & Block: 900/976, 1+DDD, 011+, & Local ; w/ Enhanced Call OPT 3YW (SC)			UEPCO	UEPCP	14.00	90.00	90.00				15.69				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				15.69				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																	
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			73.68										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			80.13										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			85.46										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46										

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	57.00	600.00	75.00				15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		125.00	75.00				15.69				
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		125.00	75.00				15.69				
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.68					15.69				
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		76.90										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		84.64										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		90.27										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.90										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	29.64										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	35.27										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	55.00	525.00	400.00				15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	225.00	225.00				15.69				
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.04	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	24.30	60.00	40.00	25.00	10.00		15.69				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0167	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		940.87										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,005.43										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,111.89										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	90.87						15.69				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	155.43						15.69				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	261.89						15.69				
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	850.00	1,150.00	1,150.00				15.69				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	950.00	950.00				15.69				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)			UEPPP	PR7TG							15.69				
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)			UEPPP	PR7TP							15.69				
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9822					15.69				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02				15.69				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05				15.69				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	40.00									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	40.00									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	40.00									
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48		15.69				
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		840.87										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		905.43										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		1,011.89										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89										
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,005.07	478.99	213.53	20.94		15.69				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		259.56	134.33				15.69				

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
											OSS Rates($)					
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		259.56	134.33				15.69				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		259.56	134.33				15.69				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4							15.69				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		29.01	29.01				15.69				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		29.01	29.01				15.69				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		29.01	29.01				15.69				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		29.01	29.01				15.69				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		29.01	29.01				15.69				
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						15.69				
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						15.69				
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.69				
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				15.69				
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.69				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00				15.69				
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.69				
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.69				
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48		15.69				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.7598	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.7598	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	103.47	0.00	0.00				15.69				
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	206.94	0.00	0.00				15.69				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	413.88	0.00	0.00				15.69				
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	620.82	0.00	0.00				15.69				
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				15.69				
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,034.70	0.00	0.00				15.69				
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,241.64	0.00	0.00				15.69				
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,655.52	0.00	0.00				15.69				
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,069.40	0.00	0.00				15.69				
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,483.28	0.00	0.00				15.69				
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,897.16	0.00	0.00				15.69				
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	150.81	8.38				15.69				
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69		15.69				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		15.69				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		15.69				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		15.69				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	57.00	0.00	0.00	0.00	0.00		15.69				
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4											
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3											
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.70	40.00	20.00	6.00	5.00		15.69				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.70	110.00	30.00	65.00	20.00		15.69				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.69				
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				15.69				
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.69				
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.69				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.69				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.69				
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00				15.69				
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.89										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		27.17										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		17.81										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.59										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	13.76										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.38										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	26.04										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	23.13										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.46										
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69				
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69				
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features															

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Standard Features Offered, per port			UEP95	UEPVF	3.04						15.69				
		All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42					15.69				
		All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04						15.69				
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.69				
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.69				
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				15.69				
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77		15.69				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47		15.69				
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51					15.69				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	24.30	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56						15.69				
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56						15.69				
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56						15.69				
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56						15.69				
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56						15.69				
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56						15.69				
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56						15.69				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		37.93	16.72				15.69				
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70					15.69				
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70					15.69				
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89					15.69				
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.89										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		27.17										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		17.81										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.59										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	13.76										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.38										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	26.04										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	23.13										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.46										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69				
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7996						15.69				
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	3.04						15.69				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42					15.69				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04						15.69				
												15.69				
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				15.69				
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77		15.69				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47		15.69				
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.51					15.69				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.30	40.63	27.47	16.77	6.91		15.69				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0167										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56						15.69				
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56						15.69				
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56						15.69				
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56						15.69				
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56						15.69				
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56						15.69				
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56						15.69				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		37.93	16.72				15.69				
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70					15.69				
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70					15.69				
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89					15.69				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE Service Date Advancement Charge (a.k.a.) UNE Expedite Charge																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Per Circuit or Line Assignable USOC, Per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92					20.35	10.54	13.32	13.32
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33					20.35	10.54	13.32	13.32
	Engineering Information Document (EI)			UEANL			28.80	28.80								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Engineering Information Document			UEQ			28.80	28.80					20.35	10.54	13.32	13.32
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					20.35	10.54	13.32	13.32
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82					20.34	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25						20.35	10.54	13.32	13.32
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68					20.35	10.54	13.32	13.32
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34					20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.59									
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																
Sub-Loop Feeder																
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	14.11										
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	14.11										
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	10.71										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.64										
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	13.18										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	639.98										
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	43.22										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	320.36										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31			20.35	10.54	13.32	
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
										9.71							
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
	Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST owned Splitter)			ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	REMOTE SITE HIGH FREQUENCY SPECTRUM																
	SPLITTERS-REMOTE SITE																
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00			20.35	10.54	13.32	13.32
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS	I		ULS	ULSTG		74.38	0.00	46.77	0.00						
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	8.66	8.66
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	17.18	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	22.44	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	29.34	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat		x	ULDVX	ULDR2								20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	17.18	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	22.44	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	29.34	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	UNDVX	ULDV4	18.18	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	UNDVX	ULDV4	23.74	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	UNDVX	ULDV4	31.05	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.24	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	47.33	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	61.89	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	58.83										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.74										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	58.83										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000354										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LIDB Validation Per Query			OQU		0.0117403										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03						20.35	20.35	13.28	13.28
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32	13.32
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.0010541										
		CNAM for Non DB Owners, Per Query			OQV		0.0010541										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28	13.28
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.122818										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.03										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.03										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		240.71	240.71					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.2286787										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE																
		Number Services Intercept Per Query					0.017793										
	DIRECTORY TRANSPORT (DT)																
		DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30						
		DT-DS1 Level Interoffice per mile					0.3562										
		DT-DS1 Level Interoffice per facility termination					77.86	112.40	76.27	19.55	14.99						
		SWA Common Transport per Directory Assistance Access Service Per Call					0.000271										
		SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165										
		Access Tandem Switching Per Directory Assistance Access Service Per Call					0.0001875										
		DT- Directory Assistance Interconnection Per Directory Assistance Service Call					0.00										
		DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43						
		DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76						

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54						
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0.0485										
	Directory Assistance Data Base Service, per month				DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00	7.03	7.03						
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		240.71	240.71								
UNEP CLEC																
	Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						240.71	240.71								
Unbranding via OLNS for UNEP CLEC																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					20.35	20.35		
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.79										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					2.07	2.81	0.67	1.41
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0318	11.94	11.46					19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		190,638.00						20.35			
	End Office Establishment			SRC	SRCEO		317.55	317.55	3.19	3.19			20.35	20.35	13.28	13.28
	Line/Port NRC, per end user			SRC	SRCLP											
	Query NRC, per query			SRC		0.0206047										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
	AIN SMS Access Service - Session, Per Minute					0.0820123										
	AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04					20.35	20.35	13.28	13.28

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Query Charge, Per Query					0.0211882										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.1321116	36.23	36.23					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	17.35	33.52	33.52					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0511435	36.23	36.23					20.35	20.35	13.28	13.28
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCXV	ULDV2	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 3		3	UNCXV	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	611.30	595.37	304.50	215.82	151.15			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	1.18
		STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	9.80
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1		6.07	4.66					20.35	9.80	11.49	1.18
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1		6.07	4.66					20.35	9.80	11.49	1.18
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10			20.35	10.54	13.32	1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			20.35	10.54	13.32	1.40
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0009778										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000064										
	Common Transport - Facilities Termination Per MOU					0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
LOCAL NUMBER PORTABILITY																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					30.89	7.03		
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					30.89	7.03		
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88							30.89	7.03		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88							30.89	7.03		
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00					30.89	7.03		
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54			30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		34.78										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		44.32										
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.20										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	117.23	117.23					19.99	19.99		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88						19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.91	53.99	17.37					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94						19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70					19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99		
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91					19.99	19.99		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00					19.99	19.99		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS Rates($) Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00					19.99	19.99		
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00							19.99	19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99		
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99			
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80			30.89	7.03		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57			30.89	7.03		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			49.60										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			51.09										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			56.00										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	40.00	600.00	45.00	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		100.00	42.50					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		100.00	42.50					30.89	7.03		
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		34.78										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		44.32										
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.20										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	80.00	525.00	400.00	75.00	70.00			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	225.00	225.00					30.89	7.03		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88						30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.91	53.99	17.37								
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		982.73										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,000.40										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,023.59										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	925.00	950.00	950.00	130.00	100.00			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					30.89	7.03		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39									
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55							
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	982.57	450.10	196.09	19.23			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		312.91	312.91					30.89	7.03		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					30.89	7.03		

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					30.89	7.03		
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					30.89	7.03		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					30.89	7.03		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					30.89	7.03		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					30.89	7.03		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					30.89	7.03		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					30.89	7.03		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					30.89	7.03		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					30.89	7.03		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					30.89	7.03		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					30.89	7.03		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					30.89	7.03		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	303.61	15.74					30.89	7.03		
	System Additions Where Currently Combined and New (Not Currently Combined)															
	In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			30.89	7.03		
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00						
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	75.00	15.00						
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.26										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03			
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03			
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
FL & GA Only																
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03			
UNE-P CENTREX - DMS100 (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
UNE Port/Loop Combination Rates (Design)																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	0.00										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
NARS																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 3

Local Interconnection

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Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. Network Interconnection

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.2 New Phone must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of New Phone originated local, intraLATA toll and transit traffic. If New Phone chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, New Phone must establish Points of Interconnection at all BellSouth access and local tandems where New Phone NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and New Phone End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is New Phone's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for New Phone to home its NPA/NXX(s) on a BellSouth Tandem, New Phone's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and New Phone's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and New Phone can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the applicable tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. New Phone's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem shall not be used to interconnect for the exchange of Switched Access Traffic or intraLATA toll.

1.6 New Phone, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to New Phone for call transport and termination by New Phone.

1.7 The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of traffic other than Transit Traffic. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities transporting Transit Traffic.

1.8 **Interconnection via Purchase of Facilities**

1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that

charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of New Phone-originated local and intraLATA toll traffic transported by BellSouth by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, New Phone must still establish Points of Interconnection at all BellSouth access tandems where New Phone NXXs are "homed". If New Phone does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, New Phone can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where New Phone does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and nondiscriminatory Ordering Guidelines.

1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on New Phone's NXX Access Tandem homing arrangement

as specified by New Phone in the national Local Exchange Routing Guide (LERG).

1.9.2 For New Phone -originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3 With MTA, for the delivery of New Phone's local and ISP bound traffic, New Phone will be accessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation rate to which the Parties have agreed in Section 6.1.2. In the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions.

1.9.4 To the extent New Phone does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, New Phone must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent New Phone does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

1.10 **Local Tandem Interconnection**. This Interconnection arrangement allows New Phone to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of New Phone-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, New Phone must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, New Phone may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. New Phone may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where New Phone does not choose to establish a Point of Interconnection. It is New Phone's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine

appropriate traffic routing to New Phone's codes. Likewise, New Phone shall obtain its routing information from the LERG.

1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, New Phone must also establish Points of Interconnection to BellSouth access tandems within the LATA on which New Phone has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS Interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.3 BellSouth's provisioning of local tandem interconnection assumes that New Phone has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 **Fiber Meet**

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If New Phone elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, New Phone and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, New Phone's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4 New Phone shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the New Phone Interconnection Wire Center (" New Phone Wire Center").

1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable New Phone to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to New Phone, Point of Interface to BellSouth).

1.11.6 New Phone shall deliver and maintain such strands wholly at its own expense. Upon verbal request by New Phone, BellSouth shall allow New Phone access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e., the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the Parties' applicable Access Service tariffs (e.g., the BellSouth Interstate or Intrastate Access Services Tariff).

1.11.10 The term "Special Access Service" means the offering of dedicated facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area.

2. Interconnection Trunking and Routing

2.1 BellSouth and New Phone shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Sections 2.4 and 2.5 of this attachment.

2.2 Any New Phone interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC*

Activation Requirements Customer Guide that affects traffic delivered to New Phone from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require New Phone to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and New Phone not addressed in Exhibit A shall be as set forth in the appropriate intrastate or interstate tariff for switched access services of the Parties. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. New Phone shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. If a Party chooses to interconnect using two-way trunking, that Party shall initiate such two-way trunking request. The quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed upon location.

3. BellSouth and New Phone will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.

4. New Phone will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and New Phone.

5. BellSouth and New Phone will agree on traffic engineering parameters that will be used in the engineering of the trunk groups. BellSouth will provide the same quality of service that it provides to itself.

6. BellSouth and New Phone agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team and New Phone's Vice President of Engineering .

7. Establishing a two-way trunk group does not preclude BellSouth or New Phone from adding one-way trunk groups within the same Local Calling Area.

8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.

9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and New Phone will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.5 **BellSouth Access Tandem Interconnection Architectures**

2.5.1 BellSouth Access Tandem Interconnection provides intra-tandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.5.2 Basic Architecture

2.5.2.1 In this architecture, New Phone's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between New Phone and BellSouth access tandem(s) within a LATA. This group carries intra-tandem Transit Traffic between New Phone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which New Phone desires interconnection and has the proper contractual arrangements. This group also carries New Phone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and intraLATA Toll traffic is transported on a single one-way trunk group terminating to New Phone. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.5.3 One-Way Trunking Architecture

2.5.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries New Phone-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for New Phone end-users. A third two-way trunk group is established for New Phone's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between New Phone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which New Phone desires interconnection and has the proper contractual arrangements. This group also carries New Phone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and

tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.5.4 Two-Way Trunking Architecture

2.5.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between New Phone and BellSouth. To establish this architecture, New Phone and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for New Phone's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between New Phone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which New Phone desires interconnection and has the proper contractual arrangements. This group also carries New Phone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.5.5 Supergroup Architecture

2.5.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and New Phone's Transit Traffic is exchanged on a single two-way trunk group between New Phone and BellSouth. To establish this architecture, New Phone and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intra-tandem Transit Traffic between New Phone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which New Phone desires interconnection and has the proper contractual arrangements. This group also carries New Phone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.6 New Phone may establish interconnection at BellSouth end offices for the delivery of New Phone originated local and intraLATA toll traffic destined for BellSouth end-users served by that end-office.

2.6.1 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to New Phone, BellSouth will provide overflow routing through BellSouth

tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements New Phone displays in the LERG. Likewise, if New Phone interconnects to a BellSouth end office for delivery of New Phone originated traffic, New Phone will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.6.2 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan or an alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between New Phone and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a New Phone switching center and a BellSouth end office, that Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a New Phone switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between
New Phone's switching center and BellSouth's end office exceeds or is forecasted to exceed two DS1s of local traffic per month. In the case of one way trunking from New Phone, additional trunking shall be required when its traffic volume has achieved the preceding threshold. Additionally, in the case of one-way trunks from BellSouth, additional trunking may be requested by either party when its traffic volume has achieved a single DS1 of local traffic per month.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above.

2.7 Switched Access traffic will be delivered to and by IXCs based on New Phone's NXX Access Tandem homing arrangement as specified by New Phone in the national Local Exchange Routing Guide (LERG).

2.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design and Management for Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree

to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection. BellSouth shall provide interconnection facilities that meet the same technical criteria and service standards used in BellSouth's own network including the probability of blocking in peak hours and transmission standards.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

3.6 **Forecasting Requirements**

3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish

the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to New Phone, New Phone must inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If State refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth annual estimated percentage of BellSouth's subscriber line growth.

3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time ordered. However, if one Party cannot meet an order at the time ordered, it will use its best efforts to meet such order within 180 days of the requested time.

3.7 Signaling Call Information. BellSouth and New Phone will send and receive 10 digits for local traffic. Additionally, BellSouth and New Phone will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. Parity in Ordering and Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, New Phone local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. Interconnection Compensation

6.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-Bound Traffic, excluding access traffic.

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 ISP-bound Traffic is defined as calls to an Information Service Provider or Internet Service Provider ("ISP") that are dialed using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local traffic subject to reciprocal compensation, but instead is information access.

6.1.3 The Parties will compensate each other on a bill and keep basis for the transport and termination of Local Traffic and ISP-bound traffic.

6.1.4 Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

6.2 Unidentifiable traffic. Unidentifiable traffic. New Phone shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for

BellSouth originated traffic. New Phone end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to New Phone for termination on the New Phone 's network, if BellSouth cannot determine, because of the manner in which New Phone has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if New Phone can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and New Phone shall provide a positive report updating the PLU. Requirements associated with the PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

6.4 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local Interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's jurisdictional factors reporting guide, as it is amended from time to time.

6.5 Percentage Interstate Usage. For combined interstate and intrastate New Phone traffic terminated by BellSouth over the same facilities, New Phone will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to New Phone. After interstate and intrastate traffic percentages have

been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

6.6 Notwithstanding the provisions in Sections 6.3, 6.4 and 6.5 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Determinations of the jurisdictional reporting factors by the terminating Party shall be subject to the dispute resolution provisions of this Agreement where the originating Party disagrees with the appropriateness or accuracy of such determinations. Additionally, determinations of the jurisdictional reporting factors by the terminating party shall be subject to the Audit provisions set forth in Section 6.5 below.

6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and New Phone shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.7 Compensation for IntraLATA Toll Traffic

6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA, but is not treated as local or EAS traffic under this Attachment.

6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or state Commission. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

6.7.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff, as filed and effective with the FCC or appropriate State Commission.

6.7.4 Records for 800 Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

6.7.5 800 Access Screening. Should New Phone require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. New Phone shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. New Phone will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.8 Mutual Provision of Switched Access Service

6.8.1 Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D,

toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services. The Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

6.8.2 When BellSouth and New Phone provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic, including traffic terminated to ported numbers via INP and non-geographic NPAs. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary, by mutual agreement of the Parties.

6.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

6.8.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.8.5 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.8.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.8.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

6.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9 **Transit Traffic Service**. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one carrier's network that is switched and transported by the other Party and terminates on a third carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination rates as set forth in the providing Party's Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. New Phone is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, New Phone agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of New Phone for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.9.2 Except for as provided in 6.9.3, transit charges shall only be assessed on the originating carrier and shall not be assessed on the terminating carrier.

6.9.3 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

7.0 Frame Relay Service Interconnection

7.1 In addition to the Local Interconnection services set forth above, Bellsouth will offer a network to network Interconnection arrangement between BellSouth's and New Phone's Frame Relay switches as set forth below. The following provisions will apply only to Frame Relay service and Exchange Access Frame Relay service and Managed Shared Frame Relay service in those states in which New Phone is certified and providing Frame Relay service as a Local Exchange Carrier and where traffic is being exchanged between New Phone and BellSouth Frame Relay switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay switches to the mutually agreed upon Frame Relay service Point(s) of Interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

7.3 Upon the request of either Party, such Interconnection will be established where BellSouth and New Phone have Frame Relay switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

7.4 The Parties agree to provision local and IntraLATA Frame Relay service and Exchange Access Frame Relay service and Managed Shared Frame Relay service (both intrastate and interstate) over Frame Relay Interconnection facilities between the respective Frame Relay switches and the IPs.

7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use factor (PLCU), determined as follows:

7.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets

transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("local VC").

7.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("interLATA VC").

7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, New Phone may determine its PLCU in aggregate, by dividing the total number of local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies New Phone that it has found that this method does not adequately represent the PLCU.

7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay switches. The parties will be compensated as follows: BellSouth will invoice, and New Phone will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. New Phone will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of New Phone's PLCU.

7.6 The Parties agree to compensate each other for Frame Relay Network-to-Network Interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1 Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and New Phone will pay, the total non-recurring and recurring charges for the NNI port. New Phone will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by New Phone's PLCU.

7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and committed information rate (cir).

7.8 For the PVC segment between the New Phone and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

7.9 Compensation for PVC rate elements will be calculated as follows:

7.9.1 If New Phone orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the New Phone Frame Relay switch, BellSouth will invoice, and New Phone will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and New Phone Frame Relay switches. If the VC is a local VC, New Phone will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to New Phone for the PVC segment.

7.9.2 If BellSouth orders a local VC connection between a New Phone subscriber's PVC segment and a PVC segment from the New Phone Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and New Phone will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and New Phone Frame Relay switches. If the VC is a local VC, New Phone will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to New Phone for the PVC segment.

7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth Access Tariff BellSouth Tariff FCC No. 1.

7.9.4 If New Phone requests a change, BellSouth will invoice and New Phone will pay a feature change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a local VC, New Phone will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5 The Parties agree to limit the sum of the CIR for the VCS on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of exchange access Frame Relay service, managed shared Frame Relay service or interLATA Frame Relay service. All charges by each Party to the other for carriage of exchange access Frame Relay service or interLATA Frame Relay service are included in the BellSouth Access Tariff BellSouth Tariff FCC No. 1.

7.10 New Phone will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 7.8 above.

7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of Section E2 of the BellSouth State Access Services Tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

LOCAL INTERCONNECTION - Alabama														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0005692bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005692										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.69	56.91								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003685bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0101										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.15	54.82		13.79							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0101										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28	54.82		13.79							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0101										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28	54.82		13.79							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2067										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	68.75	163.61		28.88							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.67										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	804.02	325.51		116.91							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.96	386.19	66.33	73.28	6.39						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	17.06	387.06	67.20	74.22	7.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	41.52	354.94	307.43	44.38	30.52						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	476.04	903.03	527.87	238.97	167.16						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	122.50	182.08	125.14	21.07	19.58						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.37	356.28	187.94	66.51	63.65						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	15.39	13.15	9.43								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43	57.38								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	31.78		7.03							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	31.78		7.03							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	31.78		7.03							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	98.47		19.05							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	219.28		70.56							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21.94	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22.81	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Georgia														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0011009bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0011009										
		Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.28	56.84								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.000008bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.0004152bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	17.07	36.08									
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	36.08									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	36.08									
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.4523										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	78.47	111.75									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	788.00	330.77									
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.91	382.95	62.40								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	14.99	368.44	64.05								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	38.36	356.15	312.89								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	515.91	639.50	426.31								
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	126.22	198.22	123.59								
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	182.04	280.66	195.33								
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.02	12.02	8.66								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.09	57.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000030bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11	47.34		22.77							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52		23.09							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40		89.57							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0005507bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005507										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.94	56.98								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000032bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.013										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.60	26.62									
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	26.62									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	26.62									
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	79.44									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	158.05									
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							OSS Rates($)									
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005379										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.11	56.98								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.52	27.57		7.11							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	27.57		7.11							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	82.28		14.90							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	163.70		60.29							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0012bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0012										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.54	56.88								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.00001bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.00034bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0282										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.00	137.48	52.58					38.07	38.07		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0282										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58					38.07	38.07		
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0282										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58					38.07	38.07		
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.5753										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	71.29	217.17	163.75					38.07	38.07		
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	12.98										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	720.38	794.94	579.55					91.26	91.26		
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	11.24	553.80	89.69					42.17	12.76		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	12.03	562.23	92.67					42.17	12.76		
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	27.05	534.48	462.69					86.15	1.77		
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	298.92	562.25	527.88					56.25	56.25		
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00						86.15	1.77		
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00						56.25	56.25		
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06					24.77	8.16		
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40					24.78	7.42		
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.000736bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000736										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		335.14	57.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000045bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.30	40.63		16.77							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63		16.77							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63		16.77							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47		16.39							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37		60.33							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000064bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	17.37		3.51							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	76.27		14.99							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	176.56		105.91							
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when New Phone is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to New Phone collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow New Phone to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by New Phone and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In all states other than Florida, the size specified by New Phone may contemplate a request for space sufficient to accommodate New Phone's growth within a two-year period.

1.2.1.2 In the state of Florida, the size specified by New Phone may contemplate a request for space sufficient to accommodate New Phone's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate <customer_ name>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase New Phone's cost or materially delay New Phone's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the New Phone wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space;

(d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. New Phone will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.

1.5 Use of Space. New Phone shall use the Collocation Space for the purposes of installing, maintaining and operating New Phone's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.6 Rates and Charges. New Phone agrees to pay the rates and charges identified in Exhibit C attached hereto.

1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from New Phone, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.

2.1.1 The request from New Phone for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify New Phone and inform New Phone of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow New Phone to collocate New Phone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow New Phone to have direct access to New Phone's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where New Phone's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, New Phone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At New Phone's expense, New Phone may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, New Phone and New Phone's Certified Supplier must comply with the more stringent local building code requirements. New Phone's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with New Phone and provide, at New Phone's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for New Phone to obtain the zoning, permits and/or other licenses. New Phone's Certified Supplier shall bill New Phone directly for all work performed for New Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the New Phone's Certified Supplier. New Phone must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access New Phone's locked enclosure prior to notifying New Phone. Upon request, BellSouth shall construct the enclosure for New Phone.

3.2.1 BellSouth may elect to review New Phone's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and

specifications. Notification to New Phone indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if New Phone has indicated their desire to construct their own enclosure. If New Phone's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review New Phone's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require New Phone to remove or correct within seven (7) calendar days at New Phone's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared (Subleased) Caged Collocation. New Phone may allow other telecommunications carriers to share New Phone's caged collocation arrangement pursuant to terms and conditions agreed to by New Phone ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. New Phone shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by New Phone that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and New Phone.

3.3.1 New Phone, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide New Phone with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, New Phone shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 New Phone shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of New Phone's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by New Phone and in conformance with BellSouth's design and construction specifications. Further, New Phone shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 Should New Phone elect such option, New Phone must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, New Phone and New Phone's Certified Supplier must comply with the more stringent local building code requirements. New Phone's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. New Phone's Certified Supplier shall bill New Phone directly for all work performed for New Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by New Phone's Certified Supplier. New Phone must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access New Phone's locked enclosure prior to notifying New Phone.

3.4.2 New Phone must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review New Phone's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require New Phone to remove or correct within seven (7) calendar days at New Phone's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.4.3 New Phone shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At New Phone's option, and where the local authority having jurisdiction permits,

BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. New Phone's Certified Supplier shall be responsible, at New Phone's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit New Phone to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall New Phone use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

3.5.1 The CCXC, shall be provisioned through facilities owned by New Phone. Such connections to other carriers may be made using either optical or electrical facilities. New Phone may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. New Phone may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. New Phone is responsible for ensuring the integrity of the signal.

3.5.2 New Phone shall be responsible for obtaining authorization from the other CLEC(s) involved. New Phone must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. New Phone-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, New Phone may have the option of constructing its own dedicated support structure.

4. Occupancy

4.1 Occupancy. BellSouth will notify New Phone in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). New Phone will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying New Phone that the collocation space is ready for occupancy. In the event that New Phone fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by New Phone and billing will commence on the sixteenth day after BellSouth releases the collocation space. New Phone must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such

notice. For purposes of this paragraph, New Phone's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, New Phone may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate New Phone's right to occupy the Collocation Space in the event New Phone fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, New Phone at its expense shall remove its equipment and other property from the Collocation Space. New Phone shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of New Phone's Guests, unless New Phone's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. New Phone shall continue payment of monthly fees to BellSouth until such date as New Phone, and if applicable New Phone's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should New Phone or New Phone's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of New Phone or New Phone's Guest at New Phone's expense and with no liability for damage or injury to New Phone or New Phone's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of New Phone's right to occupy Collocation Space, New Phone shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by New Phone except for ordinary wear and tear, unless otherwise agreed to by the Parties. New Phone or New Phone's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. New Phone shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on New Phone's failure to comply with this section.

5.1.3 New Phone shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that New Phone submits an application for terminations that exceed the total capacity of the collocated equipment, New Phone will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 New Phone shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

5.3 New Phone shall place a plaque or other identification affixed to New Phone's equipment necessary to identify New Phone's equipment, including a list of emergency contacts with telephone numbers.

5.4 Entrance Facilities. New Phone may elect to place New Phone-owned or New Phone-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the

Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. New Phone will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. New Phone will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to New Phone's equipment in the Collocation Space. In the event New Phone utilizes a non-metallic, riser-type entrance facility, a splice will not be required. New Phone must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. New Phone is responsible for maintenance of the entrance facilities. At New Phone's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide New Phone with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to New Phone's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.4.2 Shared Use. New Phone may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to New Phone's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. New Phone must arrange with BellSouth for BellSouth to splice the New Phone provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If New Phone New Phone desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.

5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between New Phone's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). New Phone shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to

Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. New Phone or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At New Phone's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. New Phone must make arrangements with a Certified Supplier for such placement.

5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between New Phone's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a New Phone provided Point of Termination Bay (POT Bay) in a common area within the Premises. New Phone shall be responsible for providing, and a supplier certified by BellSouth ("New Phone's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between New Phone's collocation space and the demarcation point. New Phone or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that New Phone desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.6 New Phone's Equipment and Facilities. New Phone, or if required by this Attachment, New Phone's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by New Phone which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. New Phone and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to New Phone at least 48 hours before access to the Collocation Space is required. New Phone may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that New Phone will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, New Phone shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. New Phone agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of New Phone or New Phone's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by New Phone and returned to BellSouth Access Management within 15 calendar days of New Phone's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. New Phone agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of New Phone employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with New Phone or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 BellSouth will permit one accompanied site visit to New Phone's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to New Phone. New Phone must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date New Phone desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, New Phone may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event New Phone desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit New Phone to access the Collocation Space accompanied by a security escort at New Phone's expense. New Phone must request escorted access at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Keys. New Phone shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), New Phone shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, New Phone shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of New Phone violates the provisions of this paragraph, BellSouth shall give written notice to New Phone, which notice shall direct New Phone to cure the

violation within forty-eight (48) hours of New Phone's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if New Phone fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to New Phone's equipment. BellSouth will endeavor, but is not required, to provide notice to New Phone prior to taking such action and shall have no liability to New Phone for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and New Phone fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to New Phone or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, New Phone shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by New Phone in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by New Phone at any time. Any damage caused to the Collocation Space by New Phone's employees, agents or representatives during the removal of such property shall be promptly repaired by New Phone at its expense.

5.12 Alterations. In no case shall New Phone or any person acting on behalf of New Phone make any rearrangement, modification, improvement, addition, or other alteration

which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by New Phone. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.13 Janitorial Service. New Phone shall be responsible for the general upkeep of the Collocation Space. New Phone shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to New Phone that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Initial Application. For New Phone or New Phone's Guest(s) initial equipment placement, New Phone shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application. In the event New Phone or New Phone's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, New Phone shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by New Phone in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by New Phone for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a

full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Preferences. If New Phone has previously requested and received a Space Availability Report for the Premises, New Phone may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the New Phone's preference(s), New Phone may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify New Phone of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by New Phone, or differently configured, New Phone must resubmit its Application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by New Phone or differently configured, New Phone must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify New Phone of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by New Phone or differently configured, New Phone must resubmit its Application to reflect the actual space available. BellSouth will also

respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies New Phone that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying New Phone that BellSouth has no available space in the requested Premises, BellSouth will allow New Phone, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit New Phone to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.2 When space becomes available, New Phone must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If New Phone has originally requested caged collocation space and cageless collocation space becomes available, New Phone may refuse such space and notify BellSouth in writing within that time that New Phone wants to maintain its place on the waiting list without

accepting such space. New Phone may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If New Phone does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove New Phone from the waiting list. Upon request, BellSouth will advise New Phone as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 In South Carolina and Mississippi, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.10.3 In Tennessee, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable New Phone to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When New Phone submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.10.5 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of New Phone or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge New Phone an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require New Phone to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 In Alabama, Kentucky, North Carolina, and Tennessee, New Phone shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when New Phone has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to New Phone's Bona Fide Application.

6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. New Phone shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to New Phone's Bona Fide Application or the Application will expire.

6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of New Phone's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event New Phone submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event New Phone submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event New Phone submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will

be discussed with New Phone at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

7.1.1.1 To be considered a timely and accurate forecast, New Phone must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and New Phone cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for

extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.8 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and New Phone installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with New Phone or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

7.2 Joint Planning. Joint planning between BellSouth and New Phone will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to New Phone during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. New Phone will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth’s notifying New Phone that the collocation space is ready for occupancy. In the event that New Phone fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by New Phone. BellSouth will correct any deviations to New Phone’s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. New Phone shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. New Phone and New Phone's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, New Phone must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide New Phone with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing New Phone's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and New Phone upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill New Phone directly for all work performed for New Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying New Phone or any supplier proposed by New Phone. All work performed by or for New Phone shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. New Phone shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service New Phone's Collocation Space. Upon request, BellSouth will provide New Phone with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by New Phone. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, New Phone may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by New Phone, such information will be provided to New Phone in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to New Phone within 180 calendar days of BellSouth's written denial of New Phone's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) New Phone was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then New Phone may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. New Phone must arrange with a BellSouth Certified Supplier for the relocation of

equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

7.8.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.

7.8.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.

7.9 Cancellation. If, at anytime prior to space acceptance, New Phone cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if New Phone cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill New Phone for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

7.10 Licenses. New Phone, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by New Phone's current billing cycle and is non-refundable.

8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by New Phone.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date New Phone executes the written document accepting the collocation space pursuant to section 4 or on the date New Phone first occupies collocation space, whichever is first. If New Phone fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing New Phone for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. New Phone shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event New Phone opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to New Phone as prescribed in this Section 8.

8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. New Phone shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event New Phone opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to New Phone as prescribed in this Section 8.

8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7016 U. In the event New Phone opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to New Phone as prescribed in Section 8 and will be billed based upon New Phone's first billing cycle after Firm Order.

8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by New Phone on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event New Phone opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to New Phone as described in this Section 8.

8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, New Phone shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, New Phone shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event New Phone's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, New Phone shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.4.1 The recurring charges for floor space begin on the date New Phone executes the written document accepting the collocation space pursuant to section 4 or on the date New Phone first occupies collocation space, whichever is first. If New Phone fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing New Phone for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

8.5 Power. BellSouth shall make available –48 Volt (-48V) DC power for New Phone's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at New Phone's option within the Premises.

8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to New Phone's equipment or space enclosure. Recurring power charges

begin on the Space Ready Date, or on the date New Phone first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by New Phone's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by New Phone's BellSouth Certified power Supplier. New Phone is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to New Phone's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by New Phone must provide BellSouth a copy of the engineering power specification prior to the day on which New Phone's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and New Phone's arrangement area. New Phone shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within New Phone's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. New Phone shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, New Phone has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of New Phone's dedicated power plant results in construction of a new power plant room, upon termination of New Phone's right to occupy collocation space at such site, New Phone shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

8.5.3 If New Phone elects to install its own DC Power Plant, BellSouth shall provide AC power to feed New Phone's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by New Phone's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. New Phone's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At New Phone's option, New Phone may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere

capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to New Phone's equipment or space enclosure. New Phone shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within New Phone's arrangement and terminations of cable within the collocation space.

8.5.5 In Tennessee, Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and New Phone's arrangement area.

8.5.6 In Louisiana, New Phone has the option to purchase power directly from an electric utility company. Under such an option, New Phone is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by New Phone New Phone must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by New Phone in provisioning said power will be billed on an ICB basis.

8.6 Security Escort. A security escort will be required whenever New Phone or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and New Phone shall pay for such half-hour charges in the event New Phone fails to show up.

8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). New Phone will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 New Phone shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies

licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 New Phone shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of New Phone's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 New Phone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to New Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by New Phone shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all New Phone's property has been removed from BellSouth's Premises, whichever period is longer. If New Phone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from New Phone.

9.5 New Phone shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. New Phone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from New Phone's insurance company. New Phone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator

17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 New Phone must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If New Phone's net worth exceeds five hundred million dollars ($500,000,000), New Phone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. New Phone shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to New Phone in the event that self-insurance status is not granted to New Phone. If BellSouth approves New Phone for self-insurance, New Phone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of New Phone's corporate officers. The ability to self-insure shall continue so long as the New Phone meets all of the requirements of this Section. If the New Phone subsequently no longer satisfies this Section, New Phone is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to New Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or New Phone), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of New Phone's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between New Phone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if New Phone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide New Phone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, New Phone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each New Phone employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the New Phone employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. New Phone shall not be required to perform this investigation if an affiliated company of New Phone has performed an investigation of the New Phone employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if New Phone has performed a pre-employment statewide investigation of criminal history records of the New Phone employee for the states/counties where the New Phone employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 New Phone will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.3 New Phone shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the New Phone's name. BellSouth reserves the right to remove from its premises any employee of New Phone not possessing identification issued by New Phone or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. New Phone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. New Phone shall be solely responsible for ensuring that any Guest of New Phone is in compliance with all subsections of this Section 12.

12.4 New Phone shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. New Phone shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic

violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any New Phone personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that New Phone chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, New Phone may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 New Phone shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 New Phone shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each New Phone employee or agent hired by New Phone within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, New Phone shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, New Phone will disclose the nature of the convictions to BellSouth at that time. In the alternative, New Phone may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other New Phone employees requiring access to a BellSouth Premises pursuant to this Attachment, New Phone shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, New Phone shall promptly remove from BellSouth's Premises any employee of New Phone BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of New Phone is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 <u>Notification to BellSouth</u>. BellSouth reserves the right to interview New Phone's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to New Phone's Security contact of

such interview. New Phone and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving New Phone's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill New Phone for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that New Phone's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill New Phone for BellSouth property which is stolen or damaged where an investigation determines the culpability of New Phone's employees, agents, or contractors and where New Phone agrees, in good faith, with the results of such investigation. New Phone shall notify BellSouth in writing immediately in the event that New Phone discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. New Phone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for New Phone's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for New Phone's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth

covenants and agrees to proceed promptly without expense to New Phone, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. New Phone may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If New Phone's acceleration of the project increases the cost of the project, then those additional charges will be incurred by New Phone. Where allowed and where practical, New Phone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, New Phone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for New Phone's permitted use, until such Collocation Space is fully repaired and restored and New Phone's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where New Phone has placed an Adjacent Arrangement pursuant to Section 3, New Phone shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and New Phone shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 New Phone understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and New Phone agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and New Phone shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. New Phone should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for New Phone to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. New Phone will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by New Phone when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the New Phone space with proper notification. BellSouth reserves the right to stop any New Phone work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by New Phone are owned by New Phone. New Phone will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth

approval, no substantial new safety or environmental hazards can be created by New Phone or different hazardous materials used by New Phone at BellSouth Facility. New Phone must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by New Phone to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and New Phone will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and New Phone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, New Phone must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and New Phone shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, New Phone agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. New Phone further agrees to cooperate with BellSouth to ensure that New Phone's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by New Phone, its employees, agents and/or subcontractors.

2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".
** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Version 2Q01: 09/19/01

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when New Phone is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.

1.2 Right to occupy. BellSouth shall offer to New Phone Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to New Phone a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by New Phone and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

1.2.1 In all states other than Florida, the number of racks/bays specified by New Phone may contemplate a request for space sufficient to accommodate New Phone's growth within a two year period.

1.2.2 In the state of Florida, the number of racks/bays specified by New Phone may contemplate a request for space sufficient to accommodate New Phone's growth within an eighteen (18) month period.

1.2.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies New Phone that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon New Phone's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for New Phone. New

Phone agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for New Phone. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for New Phone as above, New Phone shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with New Phone in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. New Phone will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. New Phone shall use the Remote Collocation Space for the purposes of installing, maintaining and operating New Phone's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or as authorized in writing by BellSouth.

1.6 Rates and charges. New Phone agrees to pay the rates and charges identified in Exhibit D attached hereto.

1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Availability Report

2.1 Reporting. Upon request from New Phone, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from New Phone for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If New Phone is unable to obtain the CLLI

code, from for example a site visit to the remote site, New Phone may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, New Phone should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. New Phone should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify New Phone and inform New Phone of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow New Phone to collocate New Phone's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow New Phone to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, New Phone must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to **Section 6**, following. Subject to space availability and technical feasibility, at New Phone's option, New Phone may enclose its equipment.

3.3 Shared (Subleased) Collocation. New Phone may allow other telecommunications carriers to share New Phone's Remote Collocation Space pursuant to terms and conditions agreed to by New Phone ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. New Phone shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s)

and the term of the agreement, and shall contain a certification by New Phone that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and New Phone.

3.3.1 New Phone shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide New Phone with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, New Phone shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit D. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 New Phone shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of New Phone's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by New Phone and in conformance with BellSouth's design and construction specifications. Further, New Phone shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should New Phone elect such an option, New Phone must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, New Phone and New Phone's BellSouth Certified Contractor must comply with local building code requirements. New Phone's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. New Phone's BellSouth Certified Contractor shall bill

New Phone directly for all work performed for New Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. New Phone must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access New Phone's locked enclosure prior to notifying New Phone.

3.4.2 BellSouth maintains the right to review New Phone's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require New Phone, at New Phone's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 New Phone shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At New Phone's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. New Phone's BellSouth Certified Contractor shall be responsible, at New Phone's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

4.1 Occupancy. BellSouth will notify New Phone in writing that the Remote Collocation Space is ready for occupancy. New Phone must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, New Phone may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

4.2.1 Upon termination of occupancy, New Phone at its expense shall remove its equipment and other property from the Remote Collocation Space. New Phone shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of New Phone's Guests, unless New Phone's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that New Phone shall continue payment of monthly fees to BellSouth until such date as New Phone, and if applicable New Phone's Guest, has fully vacated the Remote Collocation Space. Should New Phone or New Phone's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of New Phone or New Phone's Guest at New Phone's expense and with no liability for damage or injury to New Phone or New Phone's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, New Phone shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the New Phone except for ordinary wear and tear unless otherwise agreed to by the Parties. New Phone shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on New Phone's failure to comply with these requirements.

5.1.2 New Phone shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 New Phone shall place a plaque or other identification affixed to New Phone's equipment to identify New Phone's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All New Phone equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. New Phone may elect to place New Phone-owned or New Phone-leased entrance facilities into the Remote Collocation Space from New Phone's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. New Phone will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. New Phone must contact BellSouth for instructions prior to placing the entrance facility cable. New Phone is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. New Phone may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to New Phone's collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between New Phone's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. New Phone or its agent must perform all required maintenance to New Phone equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.

5.4 New Phone's Equipment and Facilities. New Phone, or if required by this Attachment, New Phone's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by New Phone.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

5.6 Access. Pursuant to Section 12, New Phone shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. New Phone agrees to provide the name and social security number or date of birth or driver's

license number of each employee, contractor, or agents of New Phone or New Phone's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by New Phone and returned to BellSouth Access Management within fifteen (15) calendar days of New Phone's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. New Phone agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of New Phone employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with New Phone or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.6.1 New Phone must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date New Phone desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, New Phone may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event New Phone desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit New Phone to access the Collocation Space accompanied by a security escort at New Phone's expense. New Phone must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. New Phone shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), New Phone shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of New Phone violates the provisions of this paragraph, BellSouth shall give written notice to New Phone, which notice shall direct New Phone to cure the violation within forty-eight (48) hours of New Phone's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if New Phone fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to New Phone's equipment. BellSouth will endeavor, but is not required, to provide notice to New Phone prior to taking such action and shall have no liability to New Phone for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and New Phone fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to New Phone or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, New Phone shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by New Phone in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by New Phone at any time. Any damage caused to the Remote Collocation Space by New Phone's employees, agents or representatives shall be promptly repaired by New Phone at its expense.

5.10 Alterations. In no case shall New Phone or any person acting on behalf of New Phone make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by New Phone. Any material

rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

5.11 Upkeep of Remote Collocation Space. New Phone shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. New Phone shall be responsible for removing any New Phone debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to New Phone and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Application for Space. New Phone shall submit a Remote Site Collocation Application when New Phone or New Phone's Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For New Phone or New Phone's Guest(s) equipment placement, New Phone shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.

6.4 Subsequent Application In the event New Phone or New Phone's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, New Phone shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by New Phone in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.4.1 Subsequent Application Fee. The application fee paid by New Phone for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application

where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.5 Availability of Space. Upon submission of an Application, BellSouth will permit New Phone to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify New Phone of the amount that is available.

6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify New Phone of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by New Phone, New Phone must resubmit its Application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by New Phone, New Phone must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify New Phone of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by New Phone, New Phone must resubmit its Application to

reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies New Phone that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying New Phone that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow New Phone, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit New Phone to inspect any plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list

6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.2 When space becomes available, New Phone must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. New Phone may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If New Phone does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove New Phone from the waiting list. Upon request, BellSouth will advise New Phone as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable New Phone to place a Firm Order. When New Phone submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of New Phone or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge New Phone an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require New Phone to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, New Phone shall indicate its intent to proceed with equipment installation in a BellSouth

Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when New Phone has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to New Phone's Bona Fide Application.

6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. New Phone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when New Phone has completed the Application/Inquiry process described in this **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to New Phone's Bona Fide Application or the Application will expire.

6.12.3 In Mississippi, New Phone shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when New Phone has completed the Application/Inquiry process described in Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to New Phone's Bona Fide Application or the Application will expire.

6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of New Phone's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.13 BellSouth will permit one accompanied site visit to New Phone's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to New Phone.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event New Phone submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event New Phone submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event New Phone submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with New Phone at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

7.1.1.1 To be considered a timely and accurate forecast, New Phone must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.

7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and New Phone cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide New Phone with the estimated completion date in its Response.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. New Phone will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying New Phone that the collocation space is ready for occupancy. BellSouth will correct any deviations to New Phone's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. New Phone shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide New Phone with a list of Certified Suppliers upon request.

The Certified Supplier(s) shall be responsible for installing New Phone's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and New Phone upon successful completion of installation. The Certified Supplier shall bill New Phone directly for all work performed for New Phone pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying New Phone or any supplier proposed by New Phone. All work performed by or for New Phone shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. New Phone shall be responsible for placement, monitoring and removal of alarms used to service New Phone's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit D of this agreement.New Phone may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, New Phone may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by New Phone, such information will be provided to New Phone in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to New Phone within 180 calendar days of BellSouth's written denial of New Phone's request for physical collocation, and (ii) New Phone was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then New Phone may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. New Phone must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, New Phone cancels its order for the Remote Collocation Space(s), New Phone will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.

7.9 Licenses. New Phone, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by New Phone's current billing cycle and is non-refundable.

8.2 Recurring Charges. Recurring charges begin on the date that New Phone executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date New Phone first occupies the Remote Collocation Space, whichever is sooner. If New Phone fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing New Phone for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by New Phone's current billing cycle.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power New Phone's equipment. New Phone shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for New Phone's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at New Phone's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for New Phone's equipment

exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by New Phone's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. New Phone's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At New Phone's option, New Phone may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever New Phone or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, New Phone shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to New Phone. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by New Phone's current billing cycle. New Phone will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..

9. Insurance

9.1 Maintain Insurance. New Phone shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 Coverage. New Phone shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of New Phone's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 New Phone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to New Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by New Phone shall be deemed to be primary. All policies purchased by New Phone shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all New Phone'''s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If New Phone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from New Phone.

9.5 Submit certificates of insurance. New Phone shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation

Space. Failure to meet this interval may result in construction and equipment installation delays. New Phone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from New Phone'''s insurance company. New Phone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

9.6 Conformance to recommendations made by BellSouth's fire insurance company. New Phone must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If New Phone's net worth exceeds five hundred million dollars ($500,000,000), New Phone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. New Phone shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to New Phone in the event that self-insurance status is not granted to New Phone. If BellSouth approves New Phone for self-insurance, New Phone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of New Phone's corporate officers. The ability to self-insure shall continue so long as New Phone meets all of the requirements of this Section. If New Phone subsequently no longer satisfies this Section, New Phone is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.

9.8 Net worth requirements. The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to New Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or New Phone), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any

changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of New Phone's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between New Phone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if New Phone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide New Phone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 New Phone will be required, at its own expense, to conduct a statewide investigation of criminal history records for each New Phone employee being considered for work on the BellSouth Premises, for the states/counties where the New Phone employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. New Phone shall not be required to perform this investigation if an affiliated company of New Phone has performed an investigation of the New Phone employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if New Phone has performed a pre-employment statewide investigation of criminal history records of the New Phone employee for the states/counties where the New Phone employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 New Phone shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the New Phone name. BellSouth reserves the right to remove from its premises any employee of New Phone not possessing identification issued by New Phone or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. New Phone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

New Phone shall be solely responsible for ensuring that any Guest of New Phone is in compliance with all subsections of this Section 12.

12.3 New Phone will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.4 New Phone shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. New Phone shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any New Phone personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that New Phone chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, New Phone may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 New Phone shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 New Phone shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each New Phone employee requiring access to a BellSouth Premises pursuant to this Attachment, New Phone shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, New Phone will disclose the nature of the convictions to BellSouth at that time. In the alternative, New Phone may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, New Phone shall promptly remove from BellSouth's Premises any employee of New Phone BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of New Phone is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview New Phone's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to New Phone's Security contact of such interview. New Phone and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving New Phone's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill New Phone for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that New Phone's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill New Phone for BellSouth property which is stolen or damaged where an investigation determines the culpability of New Phone's employees, agents, or contractors and where New Phone agrees, in good faith, with the results of such investigation. New Phone shall notify BellSouth in writing immediately in the event that the New Phone discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. New Phone shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall New Phone, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for New Phone's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for New Phone'''s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to New Phone, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. New Phone may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If New Phone'''s acceleration of the project increases the cost of the project, then those additional charges will be incurred by New Phone. Where allowed and where practical, New Phone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, New Phone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for New Phone'''s permitted use, until such Remote Collocation Space is fully repaired and restored and New Phone'''s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where New Phone has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, New Phone shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day

with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and New Phone shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 Attachment is not exclusive. New Phone understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and New Phone agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and New Phone shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. New Phone should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for New Phone to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. New Phone will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by New Phone when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the New Phone space with proper notification. BellSouth reserves the right to stop any New Phone work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by New Phone are owned by New Phone. New Phone will indemnify BellSouth for claims, lawsuits or damages to

persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by New Phone or different hazardous materials used by New Phone at BellSouth Facility. New Phone must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by New Phone to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and New Phone will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and New Phone will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, New Phone must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and New Phone shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, New Phone agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. New Phone further agrees to cooperate with BellSouth to ensure that New Phone's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by New Phone, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama[1]	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180Cal
North Carolina[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee[1]	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.
The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Version 3Q01: 10/18/01

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

COLLOCATION - Alabama														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,760.00	3,760.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,134.00	3,134.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	102.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,751.00	1,751.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.68										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.67										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.14										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.51									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.031	33.68	31.79								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.062	33.63	31.67								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.28	52.93	39.87								
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.27	51.99	38.59								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.23	52.00	38.60								
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.73	64.54	51.14								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	178.65										

COLLOCATION - Alabama

Attachment: 4 | Exhibit: D

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.52										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	54.14										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72						
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.40	15.40								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.19	26.19								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.19	26.19								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,150.00	2,150.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.69										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	4.74										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	32.02										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	40.48										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.56									
		Collocation Cable Records - per request			CLO	PE1CR		1,518.57		265.99							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		653.83		378.24							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.62	9.62	11.79	11.79						

COLLOCATION - Alabama														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.50	4.50	5.52	5.52						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.75	15.75	19.32	19.32						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		168.97	168.97	154.25	154.25						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.85	21.45								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.09	27.71								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.33	33.96								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.22									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.28	30.76	29.40					27.37	12.97	17.77	1.44
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.28	30.76	29.40					27.37	12.97	17.77	1.44
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.28	30.76	29.40					27.37	12.97	17.77	1.44
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.28	30.76	29.40					27.37	12.97	17.77	1.44
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.28	30.76	29.40					27.37	12.97	17.77	1.44
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.56	31.01	29.58					27.37	12.97	17.77	1.44
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0598	24.95	23.97	12.80	11.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.1196	25.14	24.11	13.18	11.96						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	12.94	11.82						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	14.72	12.05						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	14.72	12.06						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	18.97	16.30						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00		0.99							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										

COLLOCATION - Alabama														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		608.17	608.17	323.44	323.44						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Florida

Attachment: 4 | Exhibit: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							OSS Rates($)									
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00		1.01							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.00									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.96										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55										
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	18.96										
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.56										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.14										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.70										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	38.57										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.65									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,159.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	0.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.54									
		Collocation Cable Records - per request			CLO	PE1CR		1,525.00		267.08							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.50		379.78							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						

COLLOCATION - Florida														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.67	169.67	154.89	154.89						
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.11									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.074	34.53	32.51				11.90				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.148	34.54	32.53				11.90				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.68	23.69	11.77	23.79						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						

COLLOCATION - Florida														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00		1.01							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
		Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91		328.81							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.30									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Georgia														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1SS		100.00	100.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	95.23										
		Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.50										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	13.35										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.06										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.30	12.60	12.60								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.50	12.60	12.60								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	8.00	155.00	27.00								
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	72.00	155.00	27.00								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.86	52.14	38.72								

COLLOCATION - Georgia														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.08	64.74	51.31								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	161.27										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	15.82										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0172										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20								
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.40	15.40								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										

COLLOCATION - Georgia

Attachment: 4 | Exhibit: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.42									
	Collocation Cable Records - per request			CLO	PE1CR		1,706.00									
	Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38									
	Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00								
	Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
	Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49								
	Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61								
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.18									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60					18.94	8.42		
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60					18.94	8.42		
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										

COLLOCATION - Georgia														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27										
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIJD	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		608.18	608.17	323.63	323.63						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Kentucky

Attachment: 4 | Exhibit: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							OSS Rates($)									
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,773.54	3,773.54	1.01	1.01						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,145.35	3,145.35	1.01	1.01						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07	1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57										
	Physical Collocation - Cable Installation			CLO	PE1BD		1,729.11		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.99										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	19.86										
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.06										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.50									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.44										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.88										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.32										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.68										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.48	44.23	31.98	12.81	11.57						
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97										

COLLOCATION - Kentucky

Attachment: 4 | Exhibit: D

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.64	15.64								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.55									
		Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84						

COLLOCATION - Kentucky														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.81	15.81	19.39	19.39						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.63	169.63	154.85	154.85						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.98	21.53								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.26	27.81								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.54	34.09								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.20									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95		7.86				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57		7.86				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0258	24.68	23.68	12.14	10.95						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0515	24.88	23.82	12.77	11.46						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.37	44.23	31.98	12.81	11.57						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	18.61	41.93	30.51	14.75	11.83						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50		1.01							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										

COLLOCATION - Kentucky														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Louisiana														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60										
		Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	18.31										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.88									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47								
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	13.21	20.28	14.76								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50										

COLLOCATION - Louisiana														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0224										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		7.74	7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.079										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.158										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.12										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	9.95										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	33.96										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	45.80										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.43									
		Collocation Cable Records - per request			CLO	PE1CR	10.97										
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD	5.29										
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO	0.08										

COLLOCATION - Louisiana														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1	0.04										
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3	0.13										
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB	1.37										
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.44	10.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		21.41	13.45								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		26.38	16.49								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.30									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46				15.20				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53				15.20				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										

COLLOCATION - Louisiana														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80	298.80								
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01	13.01								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52	112.52								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47	36.47								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Mississippi														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38		0.051							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69		0.51							
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.52										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	85.67										
		Physical Collocation - Cable Installation			CLO	PE1BD		926.27	926.27	22.62							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.74										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	17.42										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.33										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.14	22.16	16.02	6.60	5.97						
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.49	21.01	15.29	7.61	6.10						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	75.23										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0576	27.95	27.95								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		7.84	7.84								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17	13.17								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		1,081.40	1,081.40								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.0867										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1734										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.22										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.91										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	37.26										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	50.24										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.41									
		Collocation Cable Records - per request			CLO	PE1CR		763.69		133.77							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81		190.22							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						

COLLOCATION - Mississippi														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.13									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										

COLLOCATION - Mississippi														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17	13.17								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54	116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77	37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - North Carolina

Attachment: 4 | Exhibit: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
											OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,850.00	3,850.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,119.00	3,119.00								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	1.57										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.26										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.79										
	Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PEIFH	5.76										
	Physical Collocation - Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00								
	Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45										
	Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33										
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.50										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.13									
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50										
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01										
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51										
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12										
	Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.32	41.78	39.23								
	Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.64	41.91	39.25								
	Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	2.34	71.02	51.08								
	Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	42.84	69.84	49.43								
	Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.94	51.97	38.59								
	Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.62	64.53	51.15								
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	102.76										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.51	15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.18	26.18								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.10										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.19										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.79										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	4.85										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	45.30										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	61.09										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.48									
		Collocation Cable Records - per request			CLO	PE1CR		1,707.00									
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.08									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02	18.02								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								

COLLOCATION - North Carolina														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.51	29.51								
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.82	278.82								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		42.92	25.56								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		54.51	32.44								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		66.10	39.32								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0018										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0027										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.66									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23					26.94	12.76		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25					26.94	12.76		
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.179										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.32	41.78	39.23								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.64	41.91	39.25								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34	71.02	51.08								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	42.84	69.84	49.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,153.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										

COLLOCATION - North Carolina														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		865.34	865.34								
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	254.02										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.06	26.06								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		230.60	230.60								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.74	74.74								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - South Carolina														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,883.67	1,883.67	0.51	0.51						
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,570.10	1,570.10	0.51	0.51						
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05	602.05								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54						
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.33										
		Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	9.19										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.33									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.67										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.36										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	17.03										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	39.33										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.12	22.08	15.96	6.42	5.80						
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.21	20.94	15.23	7.39	5.93						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	219.19										

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.50										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	74.72										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0601	27.85	27.85								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		7.81	7.81								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83	22.83								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13	13.13								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13	13.13								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,077.57	1,077.57								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.085										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1701										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.71										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.55										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.71									
		Collocation Cable Records - per request			CLO	PE1CR		760.98		133.29							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		327.65		189.54							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82	4.82	5.91	5.91						

COLLOCATION - South Carolina														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.26	2.26	2.77	2.77						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.90	7.90	9.68	9.68						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.68	84.68	77.30	77.30						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.96	10.75								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.10	13.89								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.23	17.02								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.42									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80		15.69				
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0264	12.32	11.83	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0527	12.42	11.90	6.40	5.74						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.08	15.96	6.42	5.80						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.00	20.94	15.23	7.39	5.93						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										

COLLOCATION - South Carolina														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38	308.38	168.60	168.60						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13	13.13								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13	116.13								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64	37.64								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Tennessee

Attachment: 4 | Exhibit: D

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st OSS Rates($) SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l OSS Rates($) SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,767.00	3,767.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,140.00	3,140.00								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
	Physical Collocation - Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	19.80										
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.10									
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.033	33.82	31.92								
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.066	33.94	31.95								
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.51	53.27	40.16								
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	19.26	52.37	38.89								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	218.53										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										

COLLOCATION - Tennessee														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.61	15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,027.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
		Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.67									
		Collocation Cable Records - per request			CLO	PE1CR		1,711.00									
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		925.06									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05	18.05								
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.57	29.57								

COLLOCATION - Tennessee														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.42	279.42								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	16.16	2,903.66	2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
		Phycical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
		Phycical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt.			CLO	PE12C	0.0475	7.68									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									

COLLOCATION - Tennessee													Attachment: 4		Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0019										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		585.09									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.034	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.9475							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

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Rates…….Exhibit A

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, an Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes.

1.2 During the term of this Agreement, where New Phone is utilizing its own switch, New Phone shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, New Phone will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.3 Where BellSouth provides local switching or resold services to New Phone, BellSouth will provide New Phone with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Such access to numbers shall be in accordance with the appropriate FCC rules and regulations. New Phone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that New Phone return unused intermediate numbers to BellSouth. New Phone shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

1.4 BellSouth will allow New Phone to designate up to 100 intermediate telephone numbers per rate center for New Phone's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. New Phone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. NUMBER PORTABILITY PERMANENT SOLUTION

2.1 The Parties will offer local number portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim

Service Provider Number Portability (SPNP) will be available only in those end offices where no carrier has requested implementation of permanent local number portability (PNP). Once PNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within ninety (90) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP.

2.2 End User Line Charge. Where New Phone subscribes to BellSouth's local switching, BellSouth shall bill and New Phone shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 To limit service outage, BellSouth and New Phone will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: http://www.interconnection.bellsouth.com. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and New Phone.

2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.7 BellSouth and New Phone will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

3. SERVICE PROVIDER NUMBER PORTABILITY

3.1 Where PNP has not been implemented in an end office, the Parties shall provide SPNP. SPNP is a service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same BellSouth local calling area of his existing number. Except as otherwise expressly provided herein, SPNP is available only where the local exchange carrier is

currently providing basic local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

3.2 Methods of Providing SPNP. SPNP is available through either remote call forwarding or direct inward dialing trunks. Remote call forwarding (SPNP-RCF) is an existing switch-based service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services.

3.4 Rates

3.4.1 Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP IMPLEMENTATION

4.1 SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by New Phone or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.

4.2 SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. SPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched

dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. New Phone may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or New Phone shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable. Either Party may request that the other Party block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on the processing system. New Phone usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 The new service provider shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to

assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing or interfering with any equipment, facility or service of any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP-DID services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Neither Party shall specify end-to-end transmission characteristics for SPNP calls.

4.8 Where SPNP-RCF is utilized for SPNP, for terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider’s rate and will compensate the other Party at the tandem Party’s tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to New Phone that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement. BellSouth will notify New Phone of any such amendments via the web and BellSouth will use best efforts to notify New Phone within thirty (30) days, but in no event will BellSouth notify New Phone after the change has occurred.

1.2 BellSouth will provide provisioning services to New Phone during the same normal hours of operation that BellSouth provides itself, its end-users, and other CLECs. The normal hours of operation are as follows:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other New Phone requests for provisioning and installation services are considered outside of the normal hours of operation as referenced above and may be performed subject to the application of overtime billing charges. BellSouth will perform these services that are considered outside the normal hours of operation in the manner in which BellSouth performs and bills such services for itself, end-users, and other CLECs.

2. Access to Operational Support Systems

2.1 BellSouth shall provide New Phone access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. In addition, New Phone shall provide to BellSouth access to customer record information including electronic access where available, according to the same terms and conditions as BellSouth provides such access to New Phone. If electronic access is not available, New Phone shall provide paper copies of customer record information according to the same terms and conditions as BellSouth provides such access to New Phone, within the same intervals that BellSouth provides paper copies to New Phone. New Phone and BellSouth agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that New Phone and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and/or the state commission in which the service is provided. BellSouth and New Phone reserve the right to audit each other's access to customer record information. If a New Phone or BellSouth audit of the other party's access to customer record information reveals that such party is accessing customer record information without having obtained the proper End User authorization, BellSouth and New Phone upon reasonable notice to the other party may take corrective action, including but not limited to suspending or terminating the offending party's electronic access to the other party's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.2.1 Interfaces. BellSouth shall make available the following interfaces to New Phone for access to pre-order functions: LENS; *and* TAG. Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNES that are available electronically.

2.2.2 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.

2.2.3 New Phone shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.

2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature**.**

2.2.5 Upon request, BellSouth shall provide New Phone with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.2.6 Pre-ordering functions hall be provided at parity as measured by the Performance Measurement metrics ordered by the respective Commissions as described in Attachment 9 to this Agreement.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.3.1 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion ("as is" or "with changes"); Change (features, listings, long distance); New Connect; Disconnect; From and To (change of premises with same service).

2.3.2 BellSouth shall provide to New Phone electronic and manual interfaces for transmitting orders and receiving Firm Order Confirmation ("FOC"), completion notices, Due-Date Jeopardies, and, as available, other provisioning data and information. BellSouth shall provide New Phone with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.

2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in New Phone service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided manually or via the Purchase Order Number ("PON") report on BellSouth's Internet website.

2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows New Phone to report and monitor service troubles and obtain repair services. BellSouth shall offer New Phone service trouble reporting in a non-discriminatory manner that provides New Phone the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides New Phone an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers New Phone access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed

services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If New Phone requests BellSouth to repair a trouble after normal working hours, New Phone will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth and New Phone agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.6 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to New Phone, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.6 Rates. To the extent approved by the Commission or agreed to by the Parties, all costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by New Phone will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if New Phone wishes to reinstate an order, New Phone may be required to submit a new service order.

3.2 Single Point of Contact. New Phone will be the single point of contact with BellSouth for ordering activity for network elements and other services used by New Phone to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. New Phone and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders

applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by New Phone to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify New Phone that such an order has been processed, but will not be required to notify New Phone in advance of such processing.

3.3 Use of Facilities. When a New Phone customer elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to New Phone by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify New Phone subsequent to the disconnect order being completed.

3.4 Contact Numbers. BellSouth shall provide single points of contact ("SPOC") for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by New Phone. Pre-ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day.

BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If New Phone cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the

provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

3.7 Disaster Recovery Plan. BellSouth's Disaster Recover Plan is as set forth in Attachment 11 of this Agreement.

3.8 Ordering and Provisioning Information. BellSouth shall provide the following to New Phone upon request:

3.8.1 Design Layout Records ("DLRs") for designed unbundled Network Elements; and

3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits.

3.9 Access to the Regional Street Address Guide ("RSAG") information via LENS or TAG pre-ordering. Non Proprietary RSAG subsets shall be made available pursuant to the Bona Fide Request ("BFR") process.

3.10 BellSouth and New Phone shall establish mutually acceptable methods and procedures for handling all misdirected calls from New Phone End Users. All misdirected calls to BellSouth from New Phone End Users shall be given a recording (or a live statement) directing them to call an New Phone-designated toll free number. New Phone, on a reciprocal basis, shall refer all misdirected calls that New Phone receives from BellSouth End Users to a BellSouth-designated number. New Phone and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows or has reason to know that the call is misdirected from an End User of the other Party hereto.

3.11 BellSouth shall provide order format specifications to New Phone for all available services, features, and functions and for ancillary data required by BellSouth to provision these services.

3.12 BellSouth shall provide New Phone with standard expected provisioning intervals for all unbundled Network Elements.

3.13 BellSouth shall not reconfigure any New Phone service arrangements of any New Phone End User for Resale services, UNEs or Combinations, unless so directed by New Phone. Any New Phone End User that contacts BellSouth regarding a change to its New Phone service (excluding changes in its local service provider) shall be advised to contact New Phone. Any BellSouth End User that contacts New Phone regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.

3.14 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message

shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.

3.15 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.

3.16 Any written "leave behind" materials that BellSouth technicians provide to New Phone End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.

3.17 If a New Phone End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact New Phone directly and provide a toll-free number supplied by New Phone. When a BellSouth employee visits the premise of an New Phone End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of New Phone.

3.18 BellSouth shall provide telephone and/or facsimile notification to New Phone of any New Phone end user service requests and charges therefore not authorized on the New Phone service request, and obtain New Phone's approval prior to commencing work.

3.19 Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.

3.20 When New Phone places an LSR, New Phone shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event New Phone's requested date is less than the standard interval, New Phone shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. This situation shall be considered an expedited order for which expedite charges will apply in accordance with BellSouth FCC No. 1 Tariff. BellSouth shall not complete the order prior to the Due Date unless authorized by New Phone. If BellSouth misses the Due Date, BellSouth shall promptly notify New Phone of the revised installation Due Date. If New Phone requests that an order be expedited, BellSouth shall notify New Phone of the status of the order (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise.

3.21 New Phone and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.

3.22 BellSouth shall transmit to New Phone a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter after BellSouth's receipt of a complete and correct order from New Phone, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If New Phone uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within twenty-four (24) hours of receipt of the order. If New Phone does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by New Phone within forty-eight (48) hours of BellSouth's receipt of the order. When New Phone submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.

3.23 For Local Service Requests submitted via an electronic interface, BellSouth shall notify New Phone via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any New Phone Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify New Phone by facsimile of such Rejections and Errors. BellSouth will notify New Phone of Rejections or Errors in 95% of mechanized orders within one (1) hour from BellSouth's receipt of the order. BellSouth will notify New Phone of Rejections or Errors in 85% of non-mechanized and partially mechanized orders within forty-eight (48) hours from BellSouth's receipt of the order.

3.24 No manual ordering charges shall apply to local service request submitted by New Phone when BellSouth's existing electronic interfaces normally utilized by New Phone are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth.

Attachment 7

Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that New Phone requests. BellSouth will bill and record in accordance with this Agreement those charges New Phone incurs as a result of New Phone purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from New Phone, New Phone shall bill BellSouth in CABS format or in accordance with industry standards.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, New Phone will, to the extent not already done so, provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of New Phone. New Phone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by New Phone from New Phone's customer. BellSouth will not become involved in billing disputes that may arise between New Phone and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from New Phone, the total amount billed to New Phone will not include those taxes or fees for which the CLEC is exempt. New Phone will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of New Phone.

1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available to the other Party, then a late payment penalty shall be due to the Party that issued the invoice. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in each Party's appropriate tariffs.

1.7 Discontinuing Service to New Phone. The procedures for discontinuing service to New Phone are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by New Phone of the rules and regulations contained in BellSouth's tariffs.

If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to New Phone that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to New Phone at the billing address to discontinue the provision of existing services to New Phone at any time thereafter.

For purposes of this Agreement, a Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by New Phone and supported by written documentation from New Phone, which clearly shows the basis for New Phone's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no

written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by New Phone until the dispute is resolved. Claims by New Phone for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Agreement. Once the Bona Fide Dispute is resolved by BST, New Phone will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to New Phone, pursuant to the Bona Fide Dispute, will be applied to New Phone's account by BST immediately upon resolution of the dispute.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and New Phone’s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to New Phone.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, New Phone's services will be discontinued. Upon discontinuance of service on New Phone's account, service to the New Phone's end users will be denied. BellSouth will reestablish service at the request of the end user or New Phone for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. New Phone is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. New Phone shall complete the BellSouth credit profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an irrevocable letter of credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth’s sole discretion, some other form of security. Any such security deposit shall in no way release New Phone from its obligation to make complete and timely payments of its bill. New Phone shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in New Phone’s “accounts receivables and proceeds.” BellSouth shall provide notice to New Phone prior to filing any UCC-1 security interest in New Phone’s accounts receivables and proceeds, and shall allow New Phone a reasonable opportunity to cure any circumstance which is prompting

Bellsouth to file such UCC-1. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate Bellsouth tariff. Security deposits collected under this section shall not exceed two months' estimated billing. In the event New Phone fails to remit to BellSouth any deposit requested pursuant to this section, service to New Phone may be terminated in accordance with the terms of Section 1.7 of this attachment, and any security deposits will be applied to New Phone's account(s).

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from New Phone, shall be forwarded to the individual and/or address provided by New Phone in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by New Phone as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from New Phone to BellSouth's billing organization, a final notice of disconnection of services purchased by New Phone under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

2.1 Upon request, BellSouth and New Phone will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and New Phone will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide New Phone with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, New Phone will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. There will be no late payment interest if the withholding party prevails in the dispute.

4. RAO Hosting

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to New Phone by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will use best efforts to provide New Phone written notice or electronic mail within thirty (30) days.

4.2 New Phone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Applicable compensation amounts will be billed by BellSouth to New Phone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 New Phone must have its own unique RAO code, to the extent that New Phone does not already have such a code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from New Phone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of New Phone and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from New Phone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from New Phone.

4.7 All data received from New Phone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

4.8 All data received from New Phone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by New Phone and will forward them to New Phone on a daily basis.

4.10 Transmission of message data between BellSouth and New Phone will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and New Phone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

4.12 New Phone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

4.13 Should it become necessary for New Phone to send data to BellSouth more than sixty (60) days past the message date(s), New Phone will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and New Phone to notify all affected Parties.

4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or New Phone) identified and agreed to, the company responsible for creating the data (BellSouth or New Phone) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from New Phone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify New Phone of the error condition. New Phone will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, New Phone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.16 In association with message distribution service, BellSouth will provide New Phone with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for New Phone are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4 All equipment, including modems and software, that is required on the New Phone end for the purpose of data transmission will be the responsibility of New Phone.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by New Phone as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between New Phone and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by New Phone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by New Phone, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by

New Phone, involves a company other than New Phone, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once New Phone is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by New Phone from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on New Phone. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by New Phone within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and New Phone agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5. <u>Optional Daily Usage File</u>

5.1 Upon written request from New Phone, BellSouth will provide the Optional Daily Usage File (ODUF) service to New Phone pursuant to the terms and conditions set forth in this section.

5.2 The New Phone shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a New Phone customer.

Charges for delivery of the Optional Daily Usage File will appear on the New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of New Phone will be the responsibility of the New Phone. If, however, New Phone should encounter significant volumes of errored messages that prevent processing by New Phone within its systems, BellSouth will work with New Phone to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

5.6.1.4 In the event that New Phone detects a duplicate on Optional Daily Usage File they receive from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The Optional Daily Usage File will be distributed to New Phone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

5.6.3 PACKING SPECIFICATIONS

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 New Phone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. New Phone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to New Phone by BellSouth.

5.6.5 CONTROL DATA

New Phone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate New Phone received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by New Phone for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from New Phone, BellSouth shall send test files to New Phone for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that New Phone set up a production (LIVE) file. The live test may consist of New Phone's employees making test calls for the types of services New Phone requests on the Optional Daily Usage File. These test calls are logged by New Phone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. <u>Access Daily Usage File</u>

6.1. Upon written request from New Phone, BellSouth will provide the Access Daily Usage File (ADUF) service to New Phone pursuant to the terms and conditions set forth in this section.

6.2 New Phone shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that New Phone has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of the New Phone will be the responsibility of the New Phone. If, however, New Phone should encounter significant volumes of errored messages that prevent processing by New Phone within its systems, BellSouth will work with New Phone to determine the source of the errors and the appropriate resolution.

6.6 USAGE TO BE TRANSMITTED

6.6.1 The following messages recorded by BellSouth will be transmitted to New Phone:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When New Phone purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send
access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (New Phone is BellSouth's toll customer):

BellSouth will bill resale toll rates to New Phone and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to New Phone via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to New Phone and send access record to New Phone.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to New Phone and send access record to New Phone.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to New Phone.

6.6.4 In the event that New Phone detects a duplicate on the Access Daily Usage File they receive from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth.)

6.6.5 PHYSICAL FILE CHARACTERISTICS

6.6.5.1 The Access Daily Usage File will be distributed to New Phone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

6.6.6 PACKING SPECIFICATIONS

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

6.6.7.1 New Phone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. New Phone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to New Phone by BellSouth.

6.6.8 CONTROL DATA

New Phone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate New Phone received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by New Phone for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from New Phone, BellSouth shall send test files to New Phone for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. <u>Enhanced Optional Daily Usage File</u>

7.1 Upon written request from New Phone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to New Phone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 New Phone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of New Phone will be the responsibility of New Phone. If, however, New Phone should encounter significant volumes of errored messages that prevent processing by New Phone within its systems, BellSouth will work with New Phone to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone: Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

7.6.1.3 In the event that New Phone detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to New Phone over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among New Phone's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

7.6.3 PACKING SPECIFICATIONS

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

The data will be packed using ATIS EMI records.

ODUF/ADUF/EODUF/CMDS - Alabama														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0002										
		ODUF: Message Processing, per message				N/A	0.0033										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	55.19										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.004										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Florida														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.014391										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012973										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000071										
		ODUF: Message Processing, per message				N/A	0.006835										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.96										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010811										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.229109										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Georgia														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.0136327										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0001275										
		ODUF: Message Processing, per message				N/A	0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.0034555										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Kentucky														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.001857										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000136										
		ODUF: Message Processing, per message				N/A	0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.235889										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Louisiana														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.007983										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000117										
		ODUF: Message Processing, per message				N/A	0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.250015										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Mississippi														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008087										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000063										
		ODUF: Message Processing, per message				N/A	0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.250424										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - North Carolina														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.01435										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001277										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0003										
		ODUF: Message Processing, per message				N/A	0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.2285406										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - South Carolina														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.008061										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000216										
		ODUF: Message Processing, per message				N/A	0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.258301										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Tennessee														Attachment: 7		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message				N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	0.0000044										
		ODUF: Message Processing, per message				N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message				N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message				N/A	0.004										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a generic proceeding binding upon BellSouth, the Parties shall implement in that state such Performance Measurements, and associated remedies and penalties, if any, as of the date specified by the Commission. Prior to a particular state Commission's adoption of Performance Measurements in a generic proceeding, New Phone may utilize the Service Quality Measurements (SQMs) and performance data on BellSouth's web site for that state.

Attachment 10
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that New Phone is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. New Phone also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 Bona Fide Requests ("BFR") are to be used when New Phone makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when New Phone makes a request of BellSouth to provide a new or custom capability or function to meet New Phone's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between New Phone and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by New Phone and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a New Phone's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e., a "BFR") or (ii) pursuant to the needs of the business (i.e., a "NBR"). The request shall be sent to New Phone's Account Executive.

4.0 Within thirty (30) business days of its receipt of a BFR or NBR from New Phone, BellSouth shall respond to New Phone by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is otherwise not required to be provided under the Act.

5.0 New Phone may cancel a BFR or NBR at any time. If New Phone cancels the request more than three (3) business days after submitting it, New Phone shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of

cancellation. If New Phone does not cancel a BFR or NBR, New Phone shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

6.0 If New Phone accepts the preliminary analysis, BellSouth shall proceed with New Phone's BFR/NBR, and New Phone agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If New Phone cancels a BFR/NBR after BellSouth has received New Phones' acceptance of the preliminary analysis, New Phone agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any directly related to complying with New Phone's BFR/NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.

7.0 BellSouth shall propose a firm price quote and a detailed implementation plan with twenty-five (25) business days of New Phone's acceptance of a preliminary analysis.

8.0 If New Phone believes that BellSouth's firm price quote is not consistent with the requirements of the Act, New Phone may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

9.0 Unless New Phone agrees otherwise, all prices for BFRs shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

10.0 If either Party to a BFR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

Amendment to the Agreement
Between
Image Access, Inc. d/b/a New Phone
and
BellSouth Telecommunications, Inc.
Dated June 19, 2002

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone ("New Phone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 19, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and New Phone entered into the Agreement on June 19, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale of the Agreement is hereby deleted and replaced by the rates, terms and conditions in Exhibit 1 to this Agreement, incorporated herein by reference.

2. Attachment 2, Network Elements and Other Services of the Agreement is hereby deleted and replaced by the terms and conditions in Exhibit 2 to this Agreement, incorporated herein by reference.

3. All of the other provisions of the Agreement, dated June 19, 2002, shall remain in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C Finlen

Name: PATRICK C. FINLEN

Title: ASST DIRECTOR

Date: 11/11/03

Image Access, Inc. d/b/a New Phone

By:

Name: GENE DRY

Title: PRESIDENT

Date: 11/10/03

Version 2Q03: 07/21/03

Attachment 1

Resale

Exhibit 1

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Exhibit 1

RESALE

1. **Discount Rates**

The rates pursuant by which New Phone is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit F, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. **Definition of Terms**

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth’s franchised area to provide local exchange service within BellSouth's franchised area

2.7 RESALE means an activity wherein a certificated CLEC, such as New Phone subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as New Phone, may offer resold local exchange telecommunications service.

3. **General Provisions**

3.1 New Phone may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit F to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement. The Parties do not however waive their rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit F or the exclusions and limitations contained in Exhibit A. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms

consistent with the outcome of the appeal. New Phone may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 New Phone must resell services to other end users.

3.1.2 New Phone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.1.3 New Phone cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to New Phone does not constitute a joint undertaking for the furnishing of any service.

3.3 New Phone will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from New Phone for all services.

3.4 New Phone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.6 BellSouth maintains the right to serve directly any end user within the service area of New Phone. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish, consistent with the provisions of Section 41.3 of the General Terms and Conditions, independent relationships with end users of New Phone.

3.7 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.7.1 When an End User of New Phone or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User’s service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User’s requested service as set forth in the BellSouth Product and Services Interval Guide.

3.7.2 BellSouth and New Phone will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or New Phone to the other Party until such time that the order for service has been completed.

3.8 Current telephone numbers are assigned to the service furnished and may normally be retained by the end user. Neither Party has property rights to the telephone number or any other call number designation associated with services furnished by BellSouth. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both in a non-discriminatory manner and at parity.

3.9 Where BellSouth provides local switching or resold services to New Phone, BellSouth will provide New Phone with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Such access to numbers shall be in accordance with the appropriate FCC rules and regulations. There may be instances

where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, New Phone shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.9.1 BellSouth will allow New Phone to designate up to 100 intermediate telephone numbers per CLLIC, for New Phone's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. New Phone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.12 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by New Phone or its end users as part of providing service to New Phone for purposes of resale or otherwise.

3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

3.14.2 Cause damage to BellSouth's plant;

3.14.3 Impair the privacy of any communications; or

3.14.4 Create hazards to any BellSouth employees or the public.

3.15 Facilities and/or equipment utilized by BellSouth to provide service to New Phone remain the property of BellSouth.

3.16 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.17 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that New Phone and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.17.1 Operational Support Systems (OSS)

3.17.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to New Phone that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. BellSouth has developed and made available the following mechanized systems by which New Phone may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.

3.17.3 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit F to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit F to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.17.4 Denial/Restoral OSS Charge. In the event New Phone provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.17.5 Cancellation OSS Charge. New Phone will incur an OSS charge for an accepted LSR that is later canceled. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.17.6 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered, from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit F of this Agreement. Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount. BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

In the event New Phone acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to New Phone that Special Assembly at the wholesale discount at New Phone's option. New Phone shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

BellSouth shall provide 911/E911 for New Phone End Users in the same manner that it is provided to BellSouth End Users. BellSouth shall provide and validate New Phone End User information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the New Phone customer service information in

the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.19 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

3.20 BellSouth shall notify New Phone in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.

3.21 New Resale Services; Changes in Provision of Resale Services.

BellSouth shall use best efforts to provide New Phone forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies New Phone of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify New Phone of such revisions consistent with its internal notification process; provided that, New Phone shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish New Phone with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, New Phone shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. **BellSouth's Provision of Services to New Phone**

4.1 New Phone agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by New Phone to establish authenticity of use. Consistent with Section 4.2 below, such audit shall not occur more than once in a calendar year. New Phone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by New Phone for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services.

4.3 New Phone may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

4.5 Volume and Term. Notwithstanding anything in this Agreement to the contrary, BellSouth shall provide to New Phone a volume discount arrangement for those BellSouth residential services specified in this Section. Such volume discount arrangement shall be contingent upon and governed by the following terms and conditions:

4.5.1 New Phone and any assignees pursuant to Section 11 of the General Terms and Conditions shall maintain throughout the term of this Agreement at least 35,000 resold residential telecommunications lines from BellSouth.

4.5.2 In this Section, New Phone will utilize electronic ordering via one of the mechanized interfaces BellSouth has developed and made available to CLECs for all residential telecommunications services subject to such volume discount described in this Section and ordered by New Phone from BellSouth subsequent to the date hereof.

4.5.3 Except as other wise expressly provided herein, the discount payable pursuant to this Section shall not be deemed to decrease, alter or otherwise affect any other charges payable by New Phone to BellSouth pursuant to this Agreement for the ordering, provisioning or maintenance of the services referenced herein, including but not limited to taxes, service charges and operational support system charges applicable to any such services or orders.

4.5.4 The Parties acknowledge that due to the functionality of BellSouth's billing systems, BellSouth is or may be unable to reflect applicable discounts on New Phone's initial bill for services described herein. All credits issued pursuant to this section shall be in arrears such that the applicable discount for a given billing cycle will be reflected on a subsequent bill. BellSouth, in its sole discretion, may apply BellSouth tariff rates less the applicable resale discount on initial monthly billing of any service to be discounted pursuant hereto, and New Phone shall pay such bills in full. Subject to New Phone maintaining the required volume of service and utilizing a BellSouth electronic ordering interface to order such services, BellSouth thereafter will apply credits, either the following month or on a quarterly basis, at BellSouth's sole discretion, to New Phone's bills in the amounts described herein to provide the discounts due to New Phone under this Section.

4.5.5 For each BellSouth bill period wherein New Phone maintains a minimum of 35,000 residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to 100% of both the non-recurring and the recurring charges for Customized Code Restriction ("CCR") for each CCR feature purchased by New Phone on a residential telecommunications line at the time that the order shall be submitted via a BellSouth electronic ordering interface. In addition, for each bill period wherein New Phone maintains a minimum 35,000 residential telecommunications lines from BellSouth for the entire bill period, BellSouth will also offer a credit, equal to 100% of the monthly recurring charges for each CCR feature previously ordered by New Phone and in effect on New Phone's residential telecommunications lines for its imbedded customer base. Notwithstanding the foregoing, the credits described in this Section 4.5.5 shall be applicable only to residential telecommunications lines for which New Phone requires the end user to prepay for local exchange service. If at any time during the term of this Agreement New Phone purchases lines for resale on other than a prepaid basis, New Phone shall report to BellSouth those residential telecommunications lines that are and

are not to be resold on a prepaid basis. BellSouth shall have the right to audit New Phone's billing records no more frequently than four (4) times per year during the term of this Agreement to determine the number of lines for which New Phone requires its end users to prepay for service, the number of CCR features ordered for those lines, the proper application of the discount described above, and any other relevant information related solely to determining the amount of discounts applicable to New Phone hereunder. BellSouth shall use such information solely in connection with determining volume discounts pursuant to this Section and will maintain the confidentiality of all such information. New Phone shall make such records and data available to BellSouth or its designated auditors on a reasonable basis. BellSouth shall bear the cost of any such audit unless such audit reveals that New Phone has misreported by more than five percent (5%) the number of residential telecommunications lines for which New Phone requires prepayment by the end user, in which case New Phone shall bear the cost of such audit.

4.5.6 For each BellSouth bill period wherein New Phone maintains a minimum of 40, 000 resold residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of ten percent (10%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth will offer a credit equal to three percent (3%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.6.1 In addition, if New Phone maintains a minimum of 40,000 resold residential telecommunications lines and 60,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of three percent (3%) of the monthly recurring charges during such month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lies for which the services listed in Exhibit G, Section 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in calculating the minimum 60,000 vertical features are those listed on Exhibit G, Section 1 hereto.

4.5.7 For each BellSouth bill period wherein New Phone maintains a minimum of 50,000 residential telecommunications lines form BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of twenty percent (20%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth offer a credit equal to five percent (5%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.7.1 In addition, if New Phone maintains a minimum of 50,000 resold residential telecommunications lines and 75,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of five percent (5%) of the monthly recurring charges during each month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lines for which he services listed in Exhibit G, Section 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in

calculating the minimum 75,000 vertical features are those listed on Exhibit G, Section 1 hereto.

4.5.8 For each Bellsouth bill period wherein New Phone maintains a minimum of 70,000 resold residential telecommunications lines from BellSouth for the entire bill period, BellSouth will offer a credit, equal to an additional discount of twenty-five percent (25%) off the Restore charge per BellSouth residential telecommunications line resold to a New Phone end user; provided that such Restore order is submitted via a BellSouth electronic ordering interface. In addition, BellSouth will offer a credit, equal to seven percent (7%) of the monthly recurring charges paid by New Phone to BellSouth during such month for Inside Wire Maintenance Service Plans, MemoryCall® Answering Service, Residence/Personal Mailbox, and Transfer Mailbox associated with a New Phone residential telecommunications line sold to a New Phone end user.

4.5.9 In addition, if New Phone maintains a minimum of 70,000 resold residential telecommunications lines and 105,000 vertical features for each bill period, BellSouth will offer a credit equal to an additional discount of seven percent (7%) of the monthly recurring charges during such month for vertical features associated with a New Phone residential telecommunications line; provided, however, that such credit shall not apply to any residential telecommunications lines for which the services listed in Exhibit G, Sections 2 are ordered or in effect. For purposes of this paragraph, the only vertical features to be used in calculating the minimum 105,000 vertical features are those listed on Exhibit G, Section 1 hereto.

4.5.10 Notwithstanding the terms of payment for Operational Support System ("OSS") charges set forth in Exhibit A hereto, commencing with the effective date of this Agreement, for each BellSouth monthly bill period wherein New Phone maintains a minimum of 35,000 residential telecommunications lines from BellSouth for the entire monthly billing period, BellSouth will offer tiered OSS rates based on monthly bill period electronic Local Service Request (LSR) volume levels as follows.

Volume Level Per Monthly Bill Period		**OSS Rate**
Tier 1	From 1 to 10,000 LSRs	$3.50
Tier 2	From 10,001 to 15,000 LSRs	$3.00
Tier 3	15,001 LSRs and greater	$2.50

At the conclusion of a particular monthly bill period, the OSS Rate will revert to the Tier 1 rate of $3.50.

All credits issued in this section shall be in arrears such that the applicable credits for a given billing cycle will be reflected on New Phone's bill on a quarterly basis and shall be in accordance with the terms described in Section 4.5.4.

4.5.11 At any time during the term of this Agreement, should New Phone fail to maintain the minimum 35,000 residential telecommunications lines required herein, fail to utilize a BellSouth electronic ordering interface for ordering services subject to this volume discount arrangement, or otherwise choose not to operate under the terms and conditions of this Section, New Phone will be assessed a termination charge equal to the year-to-date accumulated credits received times a termination factor. The termination factor will vary by year:

Contract Year	**Termination Factor**

Year 1	100%
Year 2	50%
Year 3	0%

4.5.12 Upon expiration of this Agreement in accordance with the terms of Section 2 of the General Terms and Conditions of this Agreement, the discounts offered pursuant to this Section shall cease to apply, regardless of whether BellSouth continues to offer services to New Phone pursuant to the terms of this Agreement after expiration and while a new agreement is being negotiated.

4.5.13 The Parties agree that the terms of this Section 4.5 have been negotiated as a whole, each provision being interdependent with the others.

4.6 If New Phone cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

5. **Maintenance of Services**

5.1 New Phone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Any conflict between the terms of the Operational Understanding Agreement and this Agreement shall be resolved in favor of this Agreement. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 New Phone or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.3 New Phone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4 New Phone will be BellSouth's single point of contact for all repair calls on behalf of New Phone's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.5 New Phone will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, New Phone accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill New Phone for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.8 BellSouth reserves the right to contact New Phone's end users, if deemed necessary, for maintenance purposes.

6. **Establishment of Service**

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, New Phone will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for New Phone's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from New Phone that a current end user of BellSouth will subscribe to New Phone's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for New Phone's end user customer. New Phone must, however, be able to demonstrate end user authorization upon request.

6.5 New Phone will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from New Phone to BellSouth or will accept a request from another CLEC for conversion of the end user's service from New Phone to the other LEC. BellSouth will notify New Phone within 5 business days of the conversion that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to New Phone has occurred **,** BellSouth, upon customer request, will reestablish service with the appropriate local service provider and will assess New Phone as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to New Phone. These charges will be adjusted to reflect a full credit if New Phone provides satisfactory proof of authorization. BellSouth will notify New Phone within five (5) business days that such a request has been processed.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a reasonable and nondiscriminatory form of security deposit unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves New Phone from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that New Phone defaults on its account, service to New Phone will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

6.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

6.9 BellSouth shall provide New Phone notification of disconnects, updated and delivered once daily, via an electronic process known as OUTPLOC.

7. **Payment And Billing Arrangements**

7.1 To the extent New Phone has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for New Phone. New Phone is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. BellSouth shall bill New Phone on a current basis all applicable charges and credits.

7.2 Payment of all charges will be the responsibility of New Phone. New Phone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by New Phone from New Phone's end user. BellSouth will not become involved in billing disputes that may arise between New Phone and its end user, except as provided herein. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.3 BellSouth will render bills each month on established bill days for each of New Phone's accounts

7.4 BellSouth will bill New Phone in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill New Phone, and New Phone will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees

7.5 The payment will be due by the next bill date**,** (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.1 If New Phone requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to New Phone.

7.7 Billing Disputes

7.7.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.7.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

7.7.3 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

7.7.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.

7.7.5 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.8 Upon proof of tax exempt certification from New Phone, the total amount billed to New Phone will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. New Phone will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to New Phone's end user.

7.9 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

7.10 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to New Phone.

7.11 BellSouth will not perform billing and collection services for New Phone as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill New Phone end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.13 In general, BellSouth will not become involved in disputes between New Phone and New Phone's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, New Phone shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with New Phone to resolve the matter in as timely a manner as possible. New Phone may be required to submit documentation to substantiate the claim.

8. **Discontinuance of Service**

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 Where possible, BellSouth will deny service to New Phone's End User on behalf of, and at the request of, New Phone. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of New Phone.

8.1.2 At the request of New Phone, BellSouth will disconnect a New Phone End User customer.

8.1.3 All requests by New Phone for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 New Phone will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise New Phone when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by New Phone and/or the End User against any claim, loss or damage arising from providing this information to New Phone. It is the responsibility of New Phone to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in BellSouth’s disconnecting the End User’s service.

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User’s CLEC at the same address served by the denied facility.

8.1.7 At the request of either Party, the other Party shall disconnect facilities at an abandoned station. The criteria for determining an abandoned station must be met. This will not be the same customer at the same location.

8.2 The procedures for discontinuing service to New Phone are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service. BellSouth will provide notice and an opportunity to cure, not to exceed five business days, in the event of

prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by New Phone of the rules and regulations of BellSouth's Tariffs

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to New Phone that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to the person designated by New Phone to receive notices of noncompliance, and discontinue the provision of existing services to New Phone at any time thereafter.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and New Phone's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to New Phone without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, New Phone's services will be discontinued. Upon discontinuance of service on a New Phone's account, service to New Phone's end users will be denied. BellSouth will also reestablish service at the request of the end user or New Phone upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. New Phone is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. **Resale of Customer Specific Arrangements**

9.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit F of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. New Phone may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where New Phone resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to New Phone provided that New Phone assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

10. **Line Information Database (LIDB)**

10.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

10.2 BellSouth will provide LIDB Storage upon written request to New Phone Account Manager stating requested activation date.

11. **RAO Hosting**

11.1 The RAO Hosting Agreement is included in this Attachment as Exhibit C. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

12. **Optional Daily Usage File (ODUF)**

12.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

12.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

13. **Enhanced Optional Daily Usage File (EODUF)**

13.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

13.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

14. **Branding For Resellers**

14.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for New Phone to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

14.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

14.3 Where available, New Phone specific and unique line class codes are programmed in each BellSouth end office switch where New Phone intends to serve end users with customized OS/DA branding. The line class codes specifically identify New Phone's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and New Phone intends to provide New Phone -branded OS/DA to its end users in these multiple rate areas.

14.4 BellSouth Branding is the Default Service Level.

14.5 SCR-LCC supporting Custom Branding and Self Branding require New Phone to order dedicated trunking from each BellSouth end office identified by New Phone, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the New Phone Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

14.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by New Phone to the BellSouth TOPS. These calls are routed to "No Announcement."

14.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

14.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, New Phone shall not be required to purchase dedicated trunking.

14.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, New Phone must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, New Phone must submit a manual order form which requires, among other things, New Phone's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. New Phone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon New Phone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all New Phone end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

14.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill New Phone applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, New Phone shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where New Phone is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
13	Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
9	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
10	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
11	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
12	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
13	Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
14	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, **promotions** will be made available only to end users who would have qualified for The promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Section A3 and A4 of the BellSouth General Subscriber Services Tariff.
5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXHIBIT B

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate**.** Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST will suspend or restore individual LIDB accounts of New Phone customers as instructed by New Phone. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection

EXHIBIT B

agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 19, 2002, and will continue in effect for one year, and thereafter

may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or

damage

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

EXHIBIT B

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated June 19, 2002, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the 19th day of June, 2002.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

EXHIBIT B

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening – refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information – information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

EXHIBIT B

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

EXHIBIT C

CMDS/RAO Hosting

1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to New Phone by BellSouth will be in accordance with the methods and practices conforming to accepted industry standards during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and agreed to by New Phone.

2. To the extent not already provided, New Phone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to New Phone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement

4 New Phone must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from New Phone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of New Phone and will coordinate all associated conversion activities.

5 BellSouth will receive messages from New Phone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from New Phone.

7 All data received from New Phone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8 All data received from New Phone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9 BellSouth will receive messages from the CMDS network that are destined to be processed by New Phone and will forward them to New Phone on a daily basis.

10 Transmission of message data between BellSouth and New Phone will be via CONNECT:Direct.

11 All messages and related data exchanged between BellSouth and New Phone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12 New Phone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

EXHIBIT C

13 Should it become necessary for New Phone to send data to BellSouth more than sixty (60) days past the message date(s), New Phone will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and New Phone to notify all affected Parties.

14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or New Phone) identified and agreed to, the company responsible for creating the data (BellSouth or New Phone) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15 Should an error be detected by the EMI format edits performed by BellSouth on data received from New Phone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify New Phone of the error condition. New Phone will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, New Phone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16 In association with message distribution service, BellSouth will provide New Phone with associated intercompany settlements reports (CATS and NICS) as appropriate.

17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18 <u>RAO Compensation</u>

18.1 Rates for message distribution service provided by BellSouth for New Phone are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on the New Phone end for the purpose of data transmission will be the responsibility of New Phone.

EXHIBIT C

19 Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by New Phone as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between New Phone and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by New Phone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by New Phone, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by New Phone, involves a company other than New Phone, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once New Phone is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of New Phone. BellSouth will distribute copies of these reports to New Phone on a monthly basis.

19.6 BellSouth will collect the revenue earned by New Phone from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on New Phone. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by New Phone within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of New Phone. BellSouth will remit the revenue billed by New Phone within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to New Phone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and New Phone agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

EXHIBIT D

Optional Daily Usage File (ODUF)

1 Upon written request from New Phone, BellSouth will provide the Optional Daily Usage File (ODUF) service to New Phone pursuant to the terms and conditions currently in place between BellSouth and New Phone.

2 New Phone shall furnish, to the extent not already furnished, the following information required by BellSouth for the provision of the Optional Daily Usage File:

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a New Phone customer.

Charges for delivery of the Optional Daily Usage File will appear on the New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the New Phone will be the responsibility of the New Phone. If, however, the New Phone should encounter significant volumes of errored messages that prevent processing by the New Phone within its systems, BellSouth will work with the New Phone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone:

-message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

-measured billable Local

-Directory Assistance messages

-intraLATA Toll

-WATS & 8XX Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

-9XX Service

EXHIBIT D

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

6.1.4 In the event that New Phone detects a duplicate on Optional Daily Usage File they receive from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to New Phone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 New Phone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. New Phone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to New Phone by BellSouth.

EXHIBIT D

6.5 Control Data

New Phone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate New Phone received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by New Phone for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from New Phone, BellSouth shall send test files to New Phone for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that New Phone set up a production (LIVE) file. The live test may consist of New Phone's employees making test calls for the types of services New Phone requests on the Optional Daily Usage File. These test calls are logged by New Phone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent. New Phone shall not be required to repeat testing completed during the deployment of its facilities and electronic interfaces.

EXHIBIT E

Enhanced Optional Daily Usage File (EODUF)

1 Upon written request from New Phone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to New Phone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 To the extent not already provided, New Phone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on New Phone's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of New Phone will be the responsibility of New Phone. If, however, New Phone should encounter significant volumes of errored messages that prevent processing by New Phone within its systems, BellSouth will work with New Phone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to New Phone:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to New Phone.

6.1.3 In the event that New Phone detects a duplicate on Enhanced Optional Daily Usage File that it receives from BellSouth, New Phone will drop the duplicate message (New Phone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

EXHIBIT E

6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to New Phone over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among New Phone's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and New Phone for the purpose of data transmission. Where a dedicated line is required, New Phone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. New Phone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to New Phone. Additionally, all message toll charges associated with the use of the dial circuit by New Phone will be the responsibility of New Phone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on New Phone end for the purpose of data transmission will be the responsibility of New Phone.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to New Phone which BellSouth RAO that is sending the message. BellSouth and New Phone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by New Phone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

EXHIBIT G

4.1.1. Anonymous Call Rejection

Call Block

Section 1: Features to be included for purposes of calculating the average number of vertical services per line resold by New Phone:
Call Forwarding (CF) Variable
Call Return
Call Selector
Call Tracing
Call Waiting
Call Waiting Deluxe
Caller ID Basic
Caller ID Deluxe
Flexible CF
Flexible CF/Audio CN
Flexible CF+
Flexible CF+/Audio CN
Preferred CN
Remote Access to CF
Repeat Dialing
RingMaster I
RingMaster II
Speed Calling 30
Speed Calling 8
Three-Way Calling

Three- Way Calling w/ Transfer

Section 2: Features NOT included for purposes of calculating the average number of vertical services per line resold by New Phone:

Complete Choice
Area Plus, (3)
Area Plus with Complete Choice, (4)
Local Optional Service with Complete Choice (available in Louisiana only), and
Area Calling Plan with Complete Choice (available in Mississippi only)

RESALE DISCOUNTS AND RATES - Alabama														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.30										
		Business %					16.30										
		CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.83										
		Business %					16.81										
		CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.30										
		Business %					17.30										
		CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Kentucky														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.79										
		Business %					15.54										
		CSAs %					15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Louisiana														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.72										
		Business %					20.72										
		CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Mississippi														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					15.75										
		Business %					15.75										
		CSAs %					15.75										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - North Carolina														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.50										
		Business %					17.60										
		CSAs %					17.60										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - South Carolina														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					14.80										
		Business %					14.80										
		CSAs %					8.98										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

RESALE DISCOUNTS AND RATES - Tennessee														Attachment: 1		Exhibit: F	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.00										
		Business %					16.00										
		CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of New Phone, and to the extent technically feasible, provide to New Phone access to its network elements for the provision of New Phone's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 New Phone may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner New Phone chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by New Phone for combining to the designated New Phone collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by New Phone. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL1 or SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration

- Port and common (shared) transport
- SL1 or SL2 Loop and LNP

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 New Phone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service, provided however that nothing required in this Work Center Operational Understanding Agreement shall override New Phone's rights or BellSouth's obligations under this Agreement.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

Order Coordination and Order Coordination-Time Specific

2.2.3 "Order Coordination" (OC) allows BellSouth and New Phone to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to New Phone's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.2.4 "Order Coordination – Time Specific" (OC-TS) allows New Phone to order a specific time for OC to take place. BellSouth will make every effort to accommodate New Phone's specific conversion time request. However, BellSouth reserves the right to negotiate with New Phone a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. New Phone may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If New Phone specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	CHARGE FOR DISPATCH AND TESTING IF NO TROUBLE FOUND
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, New Phone must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2.5 Testing

2.2.5.1 BellSouth will perform the appropriate pre-service tests to ensure New Phone dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion. For non-designed services, dial tone is verified in time frames consistent with the same time frames that BellSouth uses to activate POTS services for it's own end users. In any event, BellSouth will advise New Phone whenever connectivity cannot be verified with New Phone and will work cooperatively with New Phone to correct the problem. BellSouth will advise New Phone at completion of the conversion or turn up of new services in order for New Phone to accept or reject the services being provisioned. BellSouth will work cooperatively with New Phone to ensure end user service outage is minimal.

2.2.5.2 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by New Phone to the NID. Testing requested by New Phone to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges it's own end users. Requests for field-testing where a dispatch is not required may be made by New Phone and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in the previous paragraph.

BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop tag will include the CLEC's name and the circuit ID number. Otherwise, the loop will be tagged by BellSouth during the next scheduled maintenance or repair visit to the customer's location for that loop; or the loop may be tagged by the CLEC during their dispatch to that customer's location.

2.2.5.3 Cut-over intervals for ILNP, ILNP with loop and LNP with loop will be at parity with the intervals experienced by BellSouth end users, BellSouth itself or any other New Phone as indicated in the results of the Service Quality Measurements published by BellSouth. In any event, BellSouth will use best efforts to convert each loop within fifteen (15) minutes.

2.2.5.4 BellSouth and New Phone will jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement.

2.2.6 Where facilities are available, BellSouth will install unbundled loops at the same intervals that it does for itself, its end-users, and other CLECs at parity as described above. Where BellSouth does not provide intervals based on the above, BellSouth will be subject to the terms and conditions of the performance measures in accordance with Attachment 9. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by New Phone, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. BellSouth will bill expedite charges the same as BellSouth bills its wholesale customers and other CLECs. If New Phone cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

2.2.7 If New Phone modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, reasonable costs incurred by BellSouth to accommodate the modification will be reimbursed by New Phone. Upon request BellSouth will provide New Phone an invoice detailing such charges.

2.2.8 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.8.1 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by New Phone. New Phone may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users

2.2.8.2 SL2 loops have test points, will be designed with a Design Layout Record provided to New Phone, and will be provided with Order Coordination. The OC feature will allow New Phone to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at the mutually agreed upon time during normal working hours.

2.2.9 Unbundled Digital Loops

2.2.9.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.2.9.2 BellSouth shall make available the following UDLs:

2.2.9.2.1 2-wire Unbundled ISDN Digital Loop

2.2.9.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.2.9.2.3 2-wire Unbundled ADSL Compatible Loop

2.2.9.2.4 2-wire Unbundled HDSL Compatible Loop

2.2.9.2.5 4-wire Unbundled HDSL Compatible Loop

2.2.9.2.6 4-wire Unbundled DS1 Digital Loop

2.2.9.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.2.9.2.8 DS3 Loop

2.2.9.2.9 STS-1 Loop

2.2.9.2.10 OC3 Loop

2.2.9.2.11 OC12 Loop

2.2.9.2 12 OC48 Loop

2.2.9.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. New Phone will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.2.9.4 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.2.9.5 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.2.9.6 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.7 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.8 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.9 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.2.9.10 DS3 Loop**.** DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.2.9.11 STS-1 Loop**.** STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.2.9.12 OC3 Loop/OC12 Loop/OC48 Loop**.** OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.2.9.13 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.2.10 Unbundled Copper Loops (UCL)

2.2.10.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.2.10.2 Unbundled Copper Loop – Designed (UCL-D)

2.2.10.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.2.10.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.2.10.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.2.10.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by New Phone.

2.2.10.2.5 These loops are not intended to support any particular services and may be utilized by New Phone to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.2.10.2.6 BellSouth will make available the following UCL-Ds:

2.2.10.2.6.1 2-Wire UCL-D/short

2.2.10.2.6.2 2-Wire UCL-D/long

2.2.10.2.6.3 4-Wire UCL-D/short

2.2.10.2.6.4 4-Wire UCL-D/long

2.2.10.2.7 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.2.10.2.7.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.2.10.2.7.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, New Phone can request Loop Make Up for which additional charges would apply.

2.2.10.2.7.3 At an additional charge, BellSouth also will make available Loop Testing so that New Phone may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.2.10.2.7.4 UCL-ND loops are not intended to support any particular service and may be utilized by New Phone to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.2.10.2.7.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.2.11 The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis New Phone will be responsible for testing and isolating troubles on the loops. Once New Phone has isolated a trouble to the BellSouth provided loop, New Phone will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.12 If New Phone reports a trouble on loops and no trouble actually exists, BellSouth will charge New Phone for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if trouble is actually in those facilities but not discovered at the time.

2.3 <u>Technical Requirements</u>

2.3.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: Voice Grade (designed and non-designed), basic rate ISDN (even if the loop uses digital loop carrier), ADSL, HDSL (2 and 4 wire), DS1, digital data (up to 64 kbps), primary rate ISDN, and copper loops that are capable of supporting xDSL services. If a requested loop type is not available, New Phone can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet New Phone's request.

2.3.1.1 These loop types may also support other telecommunications services that the CLEC may offer, including, but not limited to, Centrex, PBX (analog and data), and N x 64 kbps.

The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by New Phone will be consistent with industry standards and BellSouth TR73600.

2.3.1.2 New Phone may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered provided, however BellSouth will condition the loops consistent with New Phone's request. For example, if New Phone orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by New Phone using the Special Construction process), BellSouth will only support that the loop has electrical continuity and balanced tip-and-ring.

2.3.1.3 In those cases where New Phone has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a specific loop (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified loop will be ordered and maintained as a Unbundled Cooper Loop.

2.3.2 The loop shall be provided to New Phone in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.3.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.3.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.4 Loop Makeup (LMU)

2.4.1 Description of Service

2.4.1.1 BellSouth shall make available to New Phone (LMU) information so that New Phone can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment New Phone intends to install and the services New Phone wishes to provide. This section addresses LMU as a preordering transaction, distinct from New Phone ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.4.1.2 BellSouth will provide New Phone LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.4.1.3 BellSouth’s LMU information is provided to New Phone as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.4.1.4 New Phone may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by New Phone and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee New Phone’s ability to provide advanced data services over the ordered loop type. Further, if New Phone orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth’s network. New Phone is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.4.2 Submitting Loop Makeup Service Inquiries

2.4.2.1 New Phone may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if New Phone needs further loop information in order to determine loop service capability, New Phone may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.4.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.4.2.3 Loop Reservations

2.4.2.3.1 For a Mechanized LMUSI, New Phone may reserve up to ten Loop facilities. For a Manual LMUSI, New Phone may reserve up to three Loop facilities.

2.4.2.3.2 New Phone may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to New Phone. During and prior to New Phone placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If New Phone does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.4.2.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.4.2.3.4 Ordering of Other UNE Services

2.4.2.3.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. New Phone will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, New Phone does not reserve facilities upon an initial LMUSI, New Phone's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.4.2.3.4.2 Where New Phone has reserved multiple Loop facilities on a single reservation, New Phone may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to New Phone, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by New Phone. If the ordered Loop type is not available, New Phone may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

2.4.3 <u>High Frequency Spectrum Network Element</u>

2.4.3.1 General

2.4.3.1.1 BellSouth shall provide New Phone access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

2.4.3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow New Phone the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. New Phone shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

2.4.3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

2.4.3.1.4 BellSouth will provide Loop Modification to New Phone on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at

http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If New Phone requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, New Phone shall pay for the Loop to be restored to its original state.

2.4.4 Provisioning of High Frequency Spectrum and Splitter Space

2.4.4.1 BellSouth will provide New Phone with access to the High Frequency Spectrum as follows:

2.4.4.2 To order High Frequency Spectrum on a particular Loop, New Phone must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

2.4.4.3 New Phone may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of New Phone's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

2.4.4.4 Once a splitter is installed on behalf of New Phone in a central office in which New Phone is located, New Phone shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and New Phone shall pay the electronic or manual ordering charges as applicable when New Phone orders High Frequency Spectrum for end-user service.

2.4.4.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide New Phone access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to New Phone's xDSL equipment in New Phone's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide New Phone with a carrier notification letter, informing New Phone of change. New Phone shall purchase ports on the splitter in increments of 8 or 24 ports.

2.4.4.6 BellSouth will install the splitter in (i) a common area close to New Phone's collocation area, if possible; or (ii) in a BellSouth relay rack as close to New Phone's DS0 termination point as possible. New Phone shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test

access point. A Termination Point is defined as the point of termination for New Phone on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified New Phone DS0 at such time that a New Phone end user's service is established.

2.4.4.7 New Phone may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. New Phone may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.

2.4.4.8 Any splitters installed by New Phone in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. New Phone may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

2.4.4.9 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and New Phone desires to continue providing xDSL service on such Loop, New Phone shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give New Phone notice in a reasonable time prior to disconnect, which notice shall give New Phone an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and New Phone purchases the full stand-alone Loop, New Phone may elect the type of loop it will purchase. New Phone will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event New Phone purchases a voice grade Loop, New Phone acknowledges that such Loop may not remain xDSL compatible.

2.4.4.10 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

2.4.5 Ordering

2.4.5.1 New Phone shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

2.4.5.2 BellSouth will provide New Phone the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

2.4.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

2.4.5.4 BellSouth will provide New Phone access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and New Phone shall pay the rates for such services, as described in Exhibit B.

2.4.5.5 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for New Phone's data.

2.4.6 Maintenance and Repair

2.4.6.1 New Phone shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If New Phone is using a BellSouth owned splitter, New Phone may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If New Phone provides its own splitter, it may test from the collocation space or the Termination Point.

2.4.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. New Phone will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.4.6.3 New Phone shall inform its end users to direct data problems to New Phone, unless both voice and data services are impaired, in which event the end users should call BellSouth.

2.4.6.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

2.4.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to New Phone, BellSouth will notify New Phone. New Phone will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, New Phone will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the

owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue New Phone's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

2.4.7 Line Splitting.

2.4.7.1 General

2.4.7.1.1 Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. New Phone shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.

2.4.7.1.2 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When New Phone or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

2.4.7.1.3 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

2.4.7.1.4 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by New Phone or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

2.4.7.1.5 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of New Phone or its authorized agent to determine if the loop is compatible for Line Splitting Service. New Phone or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and New Phone or its authorized agent submits an LSR to BellSouth to change the loop.

2.4.7.1.6 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

2.4.8 Ordering

2.4.8.1 New Phone shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.

2.4.8.2 BellSouth shall provide New Phone the Local Service Request ("LSR") format to be used when ordering Line Splitting service.

2.4.8.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

2.4.8.4 BellSouth will provide New Phone access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and New Phone shall pay the rates for such services as described in Exhibit B.

2.4.8.5 BellSouth will provide loop modification to New Phone on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: HTTP://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

2.4.9 Maintenance

2.4.9.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. New Phone will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.4.9.2 New Phone shall inform its end users to direct data problems to New Phone, unless both voice and data services are impaired, in which event the end users should call BellSouth.

2.4.9.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

2.4.9.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

2.4.9.5 If New Phone is not the data provider, New Phone shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.

2.4.10 Remote Site High Frequency Spectrum

2.4.10.1 Remote Site Line Sharing is being developed by the Line Sharing Collaborative, as described on the BellSouth website at www.interconnection.BellSouth.com. Processes, rates, terms, or conditions for ordering or provisioning of this product have not been finalized. BellSouth and New Phone shall work within the Line Sharing Collaborative to develop the processes, terms, and conditions required to implement Remote Site Line Sharing. Upon finalization of the appropriate and required processes, rates, terms, and conditions, the Parties shall amend the Agreement to incorporate those processes, rates, terms, and conditions.

2.5 Unbundled Loop Modifications (Loop Conditioning)

2.5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by New Phone, whether or not BellSouth offers advanced services to the End User on that loop.

2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders, and repeaters

2.5.3 BellSouth shall recover the cost of line conditioning requested by New Phone through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 51.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, New Phone shall pay to BellSouth interim cost-based charges as set forth in this Attachment.

3. Loop Provisioning Involving Integrated Digital Loop Carriers

3.1 Where New Phone has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to New Phone. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to New Phone (e.g. hairpinning).

3.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

3.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

3.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. New Phone will then have the option of paying the one-time SC rates to place the loop.

4. Network Interface Device

4.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.1.1 BellSouth shall permit New Phone to connect New Phone's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

4.2 Access to Network Interface Device (NID)

4.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), New Phone may access the on-premises wiring by any of the following means: BellSouth shall allow New Phone to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. New Phone agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 9.4 of the General Terms and Conditions of this Agreement.

4.2.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.2.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.2.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., New Phone, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.2.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately re-grounding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.

4.2.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

4.2.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

4.2.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with New Phone to develop specific procedures to establish the most effective means of implementing this Section.

4.3 Technical Requirements

4.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

4.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to New Phone's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. If such NID is not functioning properly, BellSouth will repair or replace it at BellSouth's expense.

4.3.4 When New Phone deploys its own local loops with respect to multiple-line termination devices, New Phone shall Order the quantity of NIDs connections that it requires within such device.

4.4 Interface Requirements

4.4.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

5. Unbundled Loop Concentration (ULC) System

5.1 BellSouth will provide to New Phone loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to New Phone at New Phone's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. **Sub-loop Elements**

6.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

6.2 <u>Unbundled Sub-Loop Distribution</u>

6.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

6.2.1.1 Unbundled Sub-Loop Distribution – Voice Grade
6.2.1.2 Unbundled Copper Sub-Loop
6.2.1.3 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

6.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

6.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of

demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

6.2.4 If New Phone requests a UCSL and it is not available, New Phone may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

6.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

6.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for New Phone's use on this cross-connect panel. New Phone will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

6.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, New Phone shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. New Phone's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

6.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by New Phone is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet New Phone's request, then BellSouth will perform the site set-up as described in Section 0. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 0) to accommodate New Phone's request for Unbundled Sub-Loops, New Phone may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. New Phone will have the option to proceed under the SC process to modify the BellSouth facilities.

6.2.9 The site set-up must be completed before New Phone can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice New Phone's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

6.2.10 Once the site set-up is complete, New Phone will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when New Phone requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by New Phone for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

6.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

6.3 Unbundled Network Terminating Wire (UNTW)

6.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.

6.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

6.3.3 Requirements

6.3.4 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

6.3.5 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

6.3.6 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

6.3.7 Access Terminal installation intervals will be established on an individual case basis.

6.3.8 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

6.3.9 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

6.3.10 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

6.3.11 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

6.3.12 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

6.3.13 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

6.3.14 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

6.4 <u>Unbundled Sub-Loop Feeder</u>

6.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

6.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

6.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

6.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of New Phone's loop distribution elements onto BellSouth's feeder system.

6.4.5 Requirements

6.4.5.1 New Phone will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to New Phone. New Phone will then have the option of paying the special construction charges or canceling the order.

6.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

6.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

6.4.5.4 Unbundled Sub-Loop Feeder – (USLF DS3 and above

6.4.5.5 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.

6.4.5.6 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.

6.4.5.7 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.

6.4.5.8 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.

6.4.5.9 Requirements

6.4.5.9.1 Access in the SWC and RT will be via a Collocation cross-connect.

6.4.5.9.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.

6.4.6 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

6.4.7 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

7. <u>Local Switching</u>

7.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 7.1.2 to New Phone for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to New Phone for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.

7.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on New Phone regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

7.1.2 Local Circuit Switching Capability, including Tandem Switching Capability

7.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

7.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for New Phone when New Phone serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL)

throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

7.1.4 In the event that New Phone orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in Density Zone 1, as determined by NECA Tariff No. 4 as in effect on January 1, 1999, of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA MSAs, BellSouth's sole recourse shall be to charge New Phone a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge New Phone the local services resale rate for use of all Combinations used to provide the affected facilities to New Phone.

7.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by New Phone. Any features that are not currently then capable at the time of the request, but are technically feasible through the switch can be requested through the BFR process.

7.1.6 BellSouth will provide to New Phone customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for New Phone's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by New Phone. New Phone customers may use the same dialing arrangements as BellSouth customers.

7.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

7.1.8 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2) call features (e.g., call forwarding) and (3) Centrex capabilities.

7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to New Phone purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. New Phone customers may use the same dialing arrangements as BellSouth customers, but obtain a New Phone branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by New Phone will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for a New Phone customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to New Phone's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law;

7.2.1.10.4 Any other service required by law; and

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to New Phone, upon a reasonable request from New Phone. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting New Phone and BellSouth service applications.

BellSouth shall offer to New Phone all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to New Phone:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

7.2.1.14.6.5 9XX Blocking and toll blocking

7.2.1.15 Where capacity exists, BellSouth shall assign each New Phone customer line the class of service designated by New Phone (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from New Phone customers to New Phone directory assistance operators at New Phone's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each New Phone customer line the class of services designated by New Phone (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from New Phone customers to New Phone operators at New Phone's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an New Phone Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by New Phone;

7.2.2.12 Interface to New Phone operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to New Phone directory assistance services through the New Phone switched network or to Directory Assistance Services through the appropriate

trunk interconnections for the system; and 950 access or other New Phone required access to interexchange carriers as requested through appropriate trunk interfaces.

7.2.2.14. Packet Switching Capability

7.2.2.14.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

7.2.2.14.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

7.2.2.14.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

7.2.2.14.3 The ability to extract data units from the data channels on the loops, and

7.2.2.14.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.2.2.14.5 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

7.2.2.14.5.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

7.2.2.14.5.2 There are no spare copper loops capable of supporting the xDSL services New Phone seeks to offer;

7.2.2.14.5.3 BellSouth has not permitted New Phone to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the New Phone obtained a virtual collocation

arrangement at these Sub-Loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

7.2.2.14.5.4 BellSouth has deployed packet switching capability for its own use.

7.2.2.14.5.5 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according to the dispute resolution process set forth in Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

8. Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to New Phone for the provision of a telecommunications service.

8.1 Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and New Phone;

2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;

3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

1. Provide New Phone exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

2. Provide all technically feasible transmission facilities, features, functions, and capabilities that New Phone could use to provide telecommunications services;
3. Permit, to the extent technically feasible, New Phone to connect such interoffice facilities to equipment designated by New Phone, including but not limited to, New Phone's collocated facilities; and
4. Permit, to the extent technically feasible, New Phone to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.1.2 For the conversion of individual UNEs, and in accordance with the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98, if applicable, New Phone shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 <u>Technical Requirements of Common (Shared) Transport</u>

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbps hierarchical levels;

8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

8.3.1. BellSouth shall offer Dedicated Transport in each of the following ways:

8.3.1.1 As capacity on a shared facility.

8.3.1.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to New Phone .

8.3.2 When Dedicated Transport is provided as a system it shall include:

8.3.2.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

8.3.2.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

8.3.3 Unbundled Local Channel

8.3.3.1 The Unbundled Local Channel is the dedicated transmission path between New Phone's Point of Presence and the BellSouth Serving Wire Center.

8.3.3.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.3.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.4 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.4.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1, DS3) shall be dedicated to New Phone designated traffic.

8.3.4.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.4.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

8.3.4.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.4.5.1 DS0 Equivalent;

8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);

8.3.4.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

8.3.4.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by New Phone.

8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

8.3.5.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

8.3.5.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.3.5.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.3.5.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.5.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

9. Tandem Switching

9.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.2 Technical Requirements

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by New Phone and BellSouth;

9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by New Phone;

9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

9.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by New Phone. Tandem Switching will provide recording of all billable events as jointly agreed to by New Phone and BellSouth.

9.2.6 Upon a reasonable request from New Phone, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to New Phone.

9.2.7 BellSouth shall maintain New Phone's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

9.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by New Phone and BellSouth.

9.2.10 Tandem Switching shall process originating toll-free traffic received from New Phone local switch.

9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

9.3 <u>Interface Requirements</u>

9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.3.4 Tandem Switching shall interconnect with New Phone's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At New Phone's request, Tandem Switching shall record and keep records of traffic for billing.

9.3.5 Tandem Switching shall provide an alternate final routing pattern for New Phone traffic overflowing from direct end office high usage trunk groups.

9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to New Phone) each of the requirements for Tandem Switching set forth in the following technical references:

9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and

9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. <u>Unbundled Network Element Combinations</u>

10.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Transport Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

10.1.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

10.2 **<u>Enhanced Extended Links (EELs)</u>**

10.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 10.2.2 below.

10.2.2 Subject to Section 10.2.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 10.2.5 following. New Phone shall provide to BellSouth a letter certifying that New Phone is providing a significant amount of

local exchange service (as described in Sections 10.2.6.2, 10.2.6.3, 10.2.6.4 or10.2.6.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to New Phone's POP serving wire center. The circuit must be connected to New Phone's switch for the purpose of provisioning telephone exchange service to New Phone's end-user customers. The EEL will be connected to New Phone's facilities in New Phone's collocation space at the POP SWC, or New Phone may purchase BellSouth's access facilities between New Phone's POP and New Phone's collocation space at the POP SWC.

10.2.3 When ordering EEL combinations, New Phone shall provide to BellSouth a letter certifying that New Phone will provide a significant amount of local exchange service over the requested combination, as described in Section 10.2.6 below, and shall indicate under what local usage option New Phone seeks to qualify. New Phone shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 10.2.6.2 through 10.2.6.4 is met. BellSouth shall have the right to audit New Phone's records to verify that New Phone is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 10.2.6.6 of this Attachment.

10.2.4 BellSouth shall provide EEL combinations to New Phone in Georgia, Kentucky, Louisiana, Mississippi and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to New Phone those EEL combinations described in Section 10.2.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to New Phone in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to New Phone only to the extent such network elements are Currently Combined.

10.2.5 <u>EEL Combinations</u>

10.2.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

10.2.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

10.2.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

10.2.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

10.2.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

10.2.5.6 DS1 Interoffice Channel + DS1 Local Loop

10.2.5.7 DS3 Interoffice Channel + DS3 Local Loop

10.2.5.8 STS-1 Interoffice Channel + STS-1 Local Loop

10.2.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.2.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.2.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

10.2.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

10.2.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.2.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.2.5.15 To order EELs New Phone must meet the requirements in Section 0 or 0.

10.2.6 Special Access Service Conversions

10.2.6.1 New Phone may not convert special access services to combinations of loop and transport network elements, whether or not New Phone self-provides its entrance facilities (or obtains entrance facilities from a third party), unless New Phone uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent New Phone requests to convert any special access services to combinations of loop and transport network elements at UNE prices, New Phone shall provide to BellSouth a letter certifying that New Phone is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option New Phone seeks to qualify for conversion of special access circuits. New Phone shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

10.2.6.2 New Phone certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at New Phone's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, New Phone is the end user's only local service provider, and thus, is providing more than a significant amount

of local exchange service. New Phone can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

10.2.6.3 New Phone certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at New Phone's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

10.2.6.4 New Phone certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. New Phone does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

10.2.6.5 In addition, there may be extraordinary circumstances where New Phone is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 10.2.6. In such case, New Phone may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon New Phone's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.2.6.6 BellSouth may at its sole discretion audit New Phone records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and New Phone shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, New Phone shall

reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that New Phone is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from New Phone.

10.2.6.7 New Phone may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

10.2.6.8 Rates

10.2.6.8.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee

10.2.6.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

10.2.6.8.3 For combinations of loop and transport network elements not set forth in Section 10.2.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

10.2.6.8.4 To the extent that New Phone seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, New Phone, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

10.2.6.8.5 All Other States

10.2.6.8.5.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 10.2.5 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

10.2.9 Multiplexing

10.2.9.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

10.2.10 Other Non-Switched Combinations

10.2.10.1 In the states of Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall make available to New Phone, in accordance with Section 10.2.10.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to New Phone, in accordance with Section 10.2.10.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

10.2.10.2 Rates

10.2.10.2.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee

10.2.10.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

10.2.10.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

10.2.10.2.1.3 To the extent that New Phone seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, New Phone, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

10.2.10.2.2 All Other States

10.2.10.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.

10.2.11 UNE Loop/Special Access Combinations

10.2.11.1 BellSouth shall make available to New Phone a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent New Phone will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 10.2.6.

10.2.11.2 Rates

10.2.11.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

10.3 UNE Port/Loop Combinations

10.3.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

10.3.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

10.3.2.1 Except as set forth in section 10.3.3 below, in Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.

10.3.2.2 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit B.

10.3.2.3 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit B.

10.3.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

10.3.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to New Phone if New Phone's customer has 4 or more DS0 equivalent lines.

10.3.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

10.3.9 Combination Offerings

10.3.9.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.3.9.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

11.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

11.2 Operator Service

11.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

11.2.2 Requirements

11.2.2.1 When New Phone requests BellSouth to provide Operator Services, the following requirements apply:

11.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

11.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

11.2.2.1.3 BellSouth shall complete calls that are billed to New Phone end user's calling card that can be validated by BellSouth.

11.2.2.1.4 BellSouth shall complete person-to-person calls.

11.2.2.1.5 BellSouth shall complete collect calls.

11.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

11.2.2.1.7 BellSouth shall complete station-to-station calls.

11.2.2.1.8 BellSouth shall process emergency calls.

11.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

11.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

11.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

11.2.2.2 BellSouth shall adhere to equal access requirements**,** providing New Phone local end users the same IXC access as provided to BellSouth end users.

11.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to New Phone that BellSouth provides for its own operator service.

11.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

11.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by New Phone.

10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to New Phone in accordance with CLECODUF standards specified in Attachment 7.

11.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of New Phone, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

11.3 Directory Assistance Service

11.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

11.3.2 Requirements

11.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by New Phone's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. In providing call completion service, and at such time as functionality is available in the BellSouth network, BellSouth shall route the call to New Phone's network for call completion. Rates for such functionality shall be established at the time such functionality becomes available. If not available, New Phone may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

11.3.2.2 Directory Assistance Service Updates

11.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

11.3.2.2.1.1 New end user connections: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users;

11.3.2.2.1.2 End user disconnections: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users; and

11.3.2.2.1.3 End user address changes: BellSouth will provide service to New Phone that is equal to the service it provides to itself and its end users;

11.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

11.4 Branding for Operator Call Processing and Directory Assistance

11.4.1 BellSouth's branding feature provides a definable announcement to New Phone end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows New Phone to have its calls custom branded with New Phone's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

11.4.2 BellSouth offers three (3) service levels of branding to New Phone when ordering BellSouth's Directory Assistance and Operator Call Processing.

11.4.2.1 Service Level 1 - BellSouth Branding

11.4.2.2 Service Level 2 - Unbranding

11.4.2.3 Service Level 3 - Custom Branding

11.4.3 Where New Phone resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route New Phone's end user calls to that provider through Selective Carrier Routing.

11.4.4 For Use with an Unbundled Port

11.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for New Phone to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

11.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

11.4.4.3 Where available, New Phone specific and unique line class codes are programmed in each BellSouth end office switch where New Phone intends to serve end users with customized OS/DA branding. The line class codes specifically identify New Phone's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and New Phone intends to provide New Phone -branded OS/DA to its end users in these multiple rate areas.

11.4.4.4 BellSouth Branding is the Default Service Level.

11.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require New Phone to order dedicated trunking from each BellSouth end office identified by New Phone, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the New Phone Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by New Phone to the BellSouth TOPS. These calls are routed to "No Announcement."

11.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

11.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, New Phone shall not be required to purchase dedicated trunking.

11.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, New Phone must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, New Phone must submit a manual order form which requires, among other things, New Phone's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. New Phone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon New Phone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all New Phone end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill New Phone applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, New Phone shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance

and Operator Call Processing platforms as set forth in this Attachment. Further, where New Phone is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

11.4.5 For Facilities Based Carriers

11.4.5.1 All Service Levels require New Phone to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which New Phone requires service.

11.4.5.3 Directory Assistance customized branding uses:

11.4.5.3.1 the recording of New Phone;

11.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

11.4.5.4 Operator Call Processing customized branding uses:

11.4.5.4.1 the recording of New Phone;

11.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

11.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

11.5 Directory Assistance Database Service (DADS)

11.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to New Phone end users. The term “end user” denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). New Phone agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, New Phone agrees not to disclose

DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, New Phone authorizes the inclusion of New Phone Subscriber listings in the BellSouth Directory Assistance products.

11.5.2 BellSouth shall provide New Phone initially with a base file of subscriber listings which reflect all listing change activity occurring since New Phone's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by New Phone and BellSouth. New Phone agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

11.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to New Phone on a Business, Residence, or combined Business and Residence basis. New Phone agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after New Phone receives the Base File.

11.5.4 BellSouth is authorized to include New Phone Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of New Phone Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to New Phone.

11.5.5 Rates for DADS are as set forth in this Attachment.

11.6 <u>Direct Access to Directory Assistance Service</u>

11.6.1 Direct Access to Directory Assistance Service (DADAS) will provide New Phone's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow New Phone to utilize its own switch, operator workstations and optional audio subsystems.

11.6.2 BellSouth will provide DADAS from its DA location. New Phone will access the DADAS system via a telephone company provided point of availability. New Phone has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

11.6.3 A specified interface to each New Phone subsystem will be provided by BellSouth. Interconnection between New Phone system and a specified BellSouth location will be pursuant to the use of New Phone owned or New Phone leased facilities and shall be appropriate sized based upon the volume of queries being generated by New Phone.

11.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

11.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

11.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

11.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

11.6.5 Rates for DADAS are as set forth in this Attachment.

12. Signaling

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

12.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

12.2 Technical Requirements

12.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

12.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

12.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

12.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

12.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

12.2.3.1 An A-link layer shall consist of two links.

12.2.3.2 A B-link layer shall consist of four links.

12.2.4 A signaling link layer shall satisfy a performance objective such that:

12.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

12.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

12.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

12.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

12.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

12.3 <u>Interface Requirements</u>

12.3.1 There shall be a DS1 (1.544 Mbps) interface at the New Phone-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

13. Signaling Transfer Points (STPs)

13.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

13.2 Technical Requirements

13.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

13.2.1.1 BellSouth Local Switching or Tandem Switching;

13.2.1.2 BellSouth Service Control Points/DataBases;

132.2.1.3 Third-party local or tandem switching;

13.2.1.4 Third-party-provided STPs.

13.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an New Phone local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between New Phone local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a New Phone or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a New Phone database, then New Phone agrees to provide BellSouth with the Destination Point Code for the New Phone database.

13.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

13.2.6.1 MTP Routing Verification Test (MRVT) and

13.2.6.2 SCCP Routing Verification Test (SRVT).

13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a New Phone or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by New Phone and BellSouth.

13.2.8 STPs shall be on parity with BellSouth.

13.2.9 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

13.2.9.1 When technically feasible and upon request by New Phone, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the New Phone SS7 network to exchange TCAP queries and responses with a New Phone SCP.

13.2.9.2 SS7 AIN Access shall provide New Phone SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and New Phone SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the New Phone SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

13.3 Interface Requirements

13.3.1 BellSouth shall provide the following STPs options to connect New Phone or New Phone-designated local switching systems or STPs to BellSouth SS7 network:

13.3.1.1 An A-link interface from New Phone local switching systems; and,

13.3.1.2 A B-link interface from New Phone local STPs.

13.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

13.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting New Phone local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and New Phone will work jointly to establish mutually acceptable SPOIs.

13.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and New Phone will work jointly to establish mutually acceptable SPOIs.

13.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

13.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

13.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13.3.6 Message Screening

13.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from New Phone local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the New Phone switching system has a legitimate signaling relation.

13.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from New Phone local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the New Phone switching system has a legitimate signaling relation.

13.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from New Phone from any signaling point or network interconnected through BellSouth's SS7 network where the New Phone SCP has a legitimate signaling relation.

13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

13.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

13.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

13.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

13.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

13.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

13.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

13.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

13.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14. Service Control Points/DataBases

14.1 Definition

14.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

14.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

14.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to New Phone in accordance with the following requirements.

14.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

14.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

14.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

14.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

14.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for New Phone customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

14.3 Local Number Portability Database

14.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

14.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

14.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate

responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

14.4.2 Technical Requirements

BellSouth will offer to New Phone any additional capabilities that are developed for LIDB during the life of this Agreement.

14.4.2.1 BellSouth shall process New Phone's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to New Phone what additional functions (if any) are performed by LIDB in the BellSouth network.

14.4.2.2 Within two (2) weeks after a request by New Phone, BellSouth shall provide New Phone with a list of the customer data items which New Phone would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

14.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

14.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

14.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

14.4.2.6 All additions, updates and deletions of New Phone data to the LIDB shall be solely at the direction of New Phone. Such direction from New Phone will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

14.4.2.7 BellSouth shall provide priority updates to LIDB for New Phone data upon New Phone's request (e.g., to support fraud detection)**,** via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

14.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of New Phone customer records will be missing from LIDB, as measured by New Phone audits. BellSouth will audit New Phone records in LIDB against DBAS to identify record mismatches and provide this data to a designated New Phone contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to New Phone within one business day of audit. Once reconciled records are received back from New Phone, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact New Phone to negotiate a time frame for the updates, not to exceed three business days.

14.4.2.9 BellSouth shall perform backup and recovery of all of New Phone's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

14.4.2.10 BellSouth shall provide New Phone with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between New Phone and BellSouth.

14.4.2.11 BellSouth shall prevent any access to or use of New Phone data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by New Phone in writing.

14.4.2.12 BellSouth shall provide New Phone performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by New Phone at least at parity with BellSouth Customer Data. BellSouth shall obtain from New Phone the screening information associated with LIDB Data Screening of New Phone data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to New Phone under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

14.4.2.13 BellSouth shall accept queries to LIDB associated with New Phone customer records, and shall return responses in accordance with industry standards.

14.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

14.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

14.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

14.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

14.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

14.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

14.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

14.5.1 Technical Requirements

14.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for New Phone to query with a toll-free number and originating information.

14.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

14.5.1.3 The SCP shall also provide, at New Phone's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

14.5.1.3.1 Network Management;

14.5.1.3.2 Customer Sample Collection; and

14.5.1.3.3 Service Maintenance

14.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

14.6.1 Technical Requirements

14.6.1.1 BellSouth shall offer New Phone a data link to the ALI/DMS database or permit New Phone to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to New Phone immediately after New Phone inputs information into the ALI/DMS database. Alternately, New Phone may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

14.6.1.2 The ALI/DMS database shall contain the following end user information:

14.6.1.2.1 Name;

14.6.1.2.2 Address;

14.6.1.2.3 Telephone number; and

14.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

14.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless New Phone requests otherwise and shall be updated if New Phone requests, provided New Phone supplies BellSouth with the updates.

14.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.

14.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number.

Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

14.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for New Phone end users shall meet industry standards.

14.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to New Phone in order to allow New Phone to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide New Phone with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by New Phone and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and New Phone telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

14.8 Calling Name (CNAM) Database Service

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit C to this Attachment. New Phone must provide to its account manager a written request with a requested activation date to activate this service. If New Phone is interested in requesting CNAM with volume and term pricing, New Phone must contact its account manager to request a separate CNAM volume and term Agreement.

14.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

14.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

14.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

14.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

14.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

14.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

14.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

14.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide New Phone the capability that will allow New Phone and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those

applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

14.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to New Phone. Scheduling procedures shall provide New Phone equivalent priority to these resources

14.10.3 BellSouth SCP shall partition and protect New Phone service logic and data from unauthorized access, execution or other types of compromise.

14.10.4 When New Phone selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable New Phone to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

14.10.5 When New Phone selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. New Phone access will be provided via remote data connection (e.g., dial-in, ISDN).

14.10.6 When New Phone selects SCE/SMS AIN Access, BellSouth shall allow New Phone to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

15. <u>Dark Fiber</u>

15.1 Definition

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

15.2 Requirements

15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to New Phone.

15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at New Phone's request subject to time and materials charges.

BellSouth shall use its best efforts to provide to New Phone information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from New Phone ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

15.2.4 BellSouth shall use its best efforts to make Dark Fiber available to New Phone within thirty (30) business days after it receives written confirmation from New Phone that the Dark Fiber previously deemed available by BellSouth is wanted for use by New Phone. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable New Phone to connect or splice New Phone provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

16. SS7 Network Interconnection

16.1 Definition

SS7 Network Interconnection is the interconnection of New Phone local Signaling Transfer Point Switches (STP) and New Phone local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), New Phone local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

16.2 Technical Requirements

16.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

16.2.1.1 BellSouth local or tandem switching systems;

16.2.1.2 BellSouth DBs; and

16.2.1.3 Other third-party local or tandem switching systems.

16.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and New Phone or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an New Phone local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the New Phone local STPs and BellSouth or other third-party local switch.

16.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

16.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

16.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

16.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

16.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

16.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a New Phone local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of New Phone local STPs, and shall not include SCCP Subsystem Management of the destination.

16.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

16.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

16.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

16.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

16.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

16.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

16.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

16.3 Interface Requirements

16.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect New Phone or New Phone-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

16.3.1.1 A-link interface from New Phone local or tandem switching systems; and

16.3.1.2 B-link interface from New Phone STPs.

16.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting New Phone local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and New Phone will work jointly to establish mutually acceptable SPOI.

16.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and New Phone will work jointly to establish mutually acceptable SPOI.

16.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

16.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

16.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16.3.5 BellSouth shall set message screening parameters to block accept messages from New Phone local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the New Phone switching system has a legitimate signaling relation.

16.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

16.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

16.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

16.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

16.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

16.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

16.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

16.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

16.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

16.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

16.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

16.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

16.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

17. Basic 911 and E911

If New Phone orders network elements and other services, then New Phone is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

17.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

17.2 Requirements

17.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to New Phone a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. New Phone will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. New Phone will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, New Phone will be required to discontinue the Basic 911 procedures and being using E911 procedures.

17.2.2 E911 Service Provisioning. For E911 service, New Phone will be required to install a minimum of two dedicated trunks originating from the New Phone serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. New Phone will be required to provide BellSouth daily updates to the E911 database. New Phone will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, New Phone will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. New Phone shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

17.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on New Phone beyond applicable charges for BellSouth trunking arrangements.

17.2.4 Basic 911 and E911 functions provided to New Phone shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and New Phone to follow in providing 911/E911 services.

18. Rates

18.1. General

The prices that New Phone shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. It is the intent of the parties that where applicable state commissions have approved rates for network elements and other services set forth in this Agreement as of the date hereof, such rates have been included in Exhibit C.

18.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which New Phone may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit C of this Attachment 2.

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event New Phone provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

New Phone will incur an OSS charge for an accepted LSR that is later canceled by New Phone.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may

take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's

bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 30, 2000 and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit,

or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to

publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the New Phone of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such New Phone.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated June 30, 2000, between BellSouth Telecommunications, Inc. ("BST"), and TriVergent Communications, Inc. ("Local Exchange Company"), effective the 30th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by

circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. **COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT C

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides New Phone the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the New Phone access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 New Phone shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to New Phone's access to BellSouth's CNAM Database Services and shall be addressed to New Phone's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to New Phone requires interconnection from New Phone to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, New Phone shall provide its own CNAM SSP. New Phone's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If New Phone elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that New Phone desires to query.

3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by New Phone for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by New Phone in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of New Phone to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 New Phone CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

Amendment
To the
Interconnection Agreement
Between
Image Access, Inc. d/b/a New Phone
and
BellSouth Telecommunications, Inc.
Dated June 19, 2002

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone (New Phone), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 19, 2002 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and New Phone entered into the Agreement on June 19, 2002, and;

WHEREAS, BellSouth and New Phone are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.

2. The Parties agree to add the following language to Section 7 as Section 7.1.1.1 of Attachment 2 and Section 10 as Section 10.3.10 of Attachment 2:

    - In addition to other charges specified in this Agreement for Local Number Portability New Phone shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;

3. All of the other provisions of the Agreement dated June 19, 2002 shall remain unchanged and in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	**Image Access, Inc. d/b/a New Phone**
By:	By:
Name: Kristen E. Rowe	Name: GENE DAY
Title: Director	Title: PRESIDENT
Date: 07/27/04	Date: 7/23/04

Version 3Q03: 11/12/2003

Amendment to the Agreement
Between
Image Access, Inc. d/b/a New Phone
and
BellSouth Telecommunications, Inc.
Date 6/19/2002

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone (Image Access), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 6/19/2002 ("Agreement") to be effective after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Image Access entered into the Agreement on 6/19/2002, and;

WHEREAS, BellSouth and Image Access are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 20.1 of the General Terms and Conditions and replace it with the following:

   20.1 Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Image Access any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

2. All of the other provisions of the Agreement dated 6/19/2002 shall remain unchanged and in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E Rowe

Name: Kristen E Rowe

Title: Director

Date: 11/19/04

Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone

By: Jim Day

Name: Jim Day

Title: Vice President

Date: 11/17/04

Amendment to the Agreement
Between
Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone
and
BellSouth Telecommunications, Inc.
Dated 6/19/2002

Pursuant to this Amendment, (the "Amendment"), Image Access, Inc. d/b/a New Phone and Image Access Communications, Inc. d/b/a New Phone ("New Phone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 6/19/2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and New Phone entered into the Agreement on 6/19/2002, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.

2. All of the other provisions of the Agreement, dated 6/19/2002, shall remain in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen Rowe

Name: Kristen E Rowe

Title: Director

Date: 11/22/04

Image Access, Inc. d/b/a New Phone, and Image Access Communications, Inc. d/b/a New Phone

By: Jim Dry

Name: Jim Dry

Title: Vice President

Date: 11/17/04

UNBUNDLED NETWORK ELEMENTS - Alabama															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.102									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									

UNBUNDLED NETWORK ELEMENTS - Kentucky															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									

UNBUNDLED NETWORK ELEMENTS - Mississippi															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.0988									

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		2.77									

UNBUNDLED NETWORK ELEMENTS - South Carolina															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		1.03					15.69				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50									

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50									

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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UNBUNDLED NETWORK ELEMENTS - North Carolina															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50									

UNBUNDLED NETWORK ELEMENTS - South Carolina															Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Note: This page is intentionally left blank.																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50					15.69				