



BellSouth Telecommunications, Inc.  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN  
REGULATORY AUTH.

SEP 18 PM 4 09

OFFICE OF THE  
EXECUTIVE SECRETARY  
September 15, 2000

Guy M. Hicks  
General Counsel

615 214-6301  
Fax 615 214-7406

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Combination Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

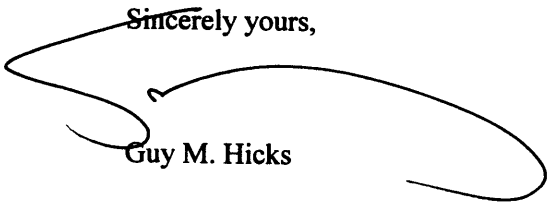
Docket No. ~~99-00776~~ 0000815

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia Communications Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Combination Agreement dated July 12, 2000. The Parties have entered into this Combination Agreement so as to allow for the immediate conversion of Intermedia's special access circuits to EELs by BellSouth during the pendency of the interconnection negotiations between the Parties.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Carl Jackson, Intermedia Communications Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Combination Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00776~~ 0000815

**PETITION FOR APPROVAL OF THE  
COMBINATION AGREEMENT NEGOTIATED  
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.  
AND INTERMEDIA COMMUNICATIONS INC.  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Intermedia Communications Inc. ("Intermedia") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Combination Agreement (the "Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Intermedia and BellSouth state the following:

1. Intermedia and BellSouth have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement to replace the existing interconnection agreement between the Parties, which expired on December 31, 1999. Until such time as the Parties execute a new interconnection agreement, BellSouth and Intermedia shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreement.

2. BellSouth and Intermedia are currently involved in an arbitration proceeding before the Alabama, Georgia, Florida, Louisiana and North Carolina Public Service Commissions and the Tennessee Regulatory Authority to resolve any and all disputes which arose during the course of the interconnection negotiations.

3. The Parties have entered into this Combination Agreement so as to allow for the immediate conversion of Intermedia's special access circuits to EELs by BellSouth. BellSouth

has agreed to provide to Intermedia certain combinations of unbundled network elements. A copy of the Combination Agreement is attached hereto and incorporated herein by reference.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia and BellSouth are submitting their Combination Agreement to the TRA for its consideration and approval.

5. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Combination Agreement between BellSouth and Intermedia within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

6. Intermedia and BellSouth aver that the Agreement is consistent with the standards for approval.

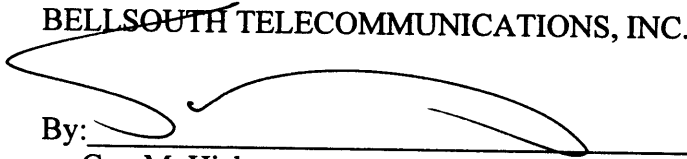
7. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Intermedia and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 15<sup>th</sup> day of September, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

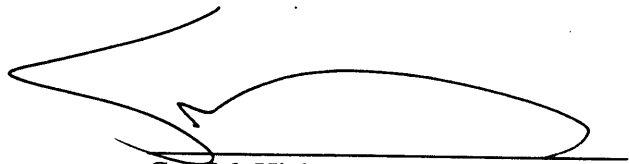
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**CERTIFICATE OF SERVICE**

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 15<sup>th</sup> day of September, 2000.

Carl Jackson  
Senior Director  
Intermedia Communications Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619

Senior Director  
Regulatory and Industry Policy  
Intermedia Communications Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619

A handwritten signature in black ink, appearing to read 'Guy M. Hicks', written over a horizontal line.

Guy M. Hicks

## COMBINATION AGREEMENT

### PREFACE

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc. ("Intermedia"), a Delaware corporation. This Agreement may refer to either BellSouth or Intermedia or both as a "Party" or "Parties."

### RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, Intermedia is a Telecommunications Carrier and has requested that BellSouth negotiate an interconnection agreement pursuant to the Act; and

WHEREAS, BellSouth and Intermedia have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement to replace the existing interconnection agreement between the Parties, which expired on December 31, 1999, ("Expired Interconnection Agreement"); and

WHEREAS, until such time as the Parties execute a new interconnection agreement, BellSouth and Intermedia shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreement; and

WHEREAS, BellSouth and Intermedia are currently involved in an arbitration proceeding before the Alabama, Georgia, Florida, Louisiana, North Carolina, and Tennessee Public Service Commissions (the "Commission"), to resolve any and all disputes which arose during the course of the interconnection negotiations; and

WHEREAS, during the pendency of the interconnection negotiations the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order ("UNE Remand Order"); and

WHEREAS, during the pendency of the interconnection negotiations the Georgia Commission entered an Order dated February 1, 2000, in Docket No. 10692-U, In Re: General Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements (the "UNE Order"); and

WHEREAS, BellSouth and Intermedia desire to implement the UNE Order and the FCC UNE Remand Order on an interim basis until such time as a new Agreement is executed by the Parties upon completion of the arbitration proceeding; and

WHEREAS, during the pendency of negotiations between the BellSouth and Intermedia to implement said UNE Order and FCC UNE Remand Order, the FCC entered a Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third Report and Order ("Supplemental Clarifying Order"); and

WHEREAS, the Parties acknowledge that this matter is subject to further regulatory rule-making by the FCC and/or state Commissions. The Parties have entered into this Agreement so as to allow for the immediate conversion of Intermedia's special access circuits to EELs by BellSouth. Notwithstanding the execution of this Agreement, the Parties do not intend to waive any rights or obligations, which may arise from a subsequent regulatory rule-making or judicial decision.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Interim Agreement, Intermedia and BellSouth hereby agree as follows:

### **DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act.

### **GENERAL TERMS AND CONDITIONS**

#### **1. Introduction**

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to Intermedia certain combinations of unbundled Network Elements ("Combinations") set forth in Attachment 1. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Combinations provided pursuant to this Agreement may be connected by Intermedia to other Combinations provided by BellSouth, or to any network components or services provided by Intermedia itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement, Intermedia may at any time add, delete, relocate or modify any Combination purchased hereunder. Termination of any Services of Elements shall be handled pursuant to Section 5 of the General Terms and Conditions of this Agreement.

- 1.2 BellSouth shall not discontinue Combinations provided hereunder without the prior written consent to Intermedia. Such consent shall not be unreasonably withheld. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or Intermedia end users who may be purchasing any such Combination that is discontinued.
- 1.3 BellSouth and Intermedia may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.
- 1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

## **2. Interpretation and Construction**

- 2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.
- 2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, Intermedia or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).
- 2.6 Subject to the terms set forth in Exhibit A regarding rates and charges, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any

provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2.

**3. Effective Date**

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date"); provided, however, BellSouth shall provide Intermedia with credits for conversion of special access circuits to enhanced extended links (EELs) retroactive to February 17, 2000.

**4. Term of the Agreement**

This Agreement shall terminate upon the Parties' execution of a new interconnection agreement incorporating the terms and conditions of this Agreement.

**5. Termination of Agreement; Transitional Support**

5.1 Intermedia may terminate any Combination provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such combinations in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Intermedia's liability shall be limited to payment of the amounts due for any terminated Combinations provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 16, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to Intermedia or another vendor such that the level and quality of the Combinations is not degraded and to exercise its best efforts to effect an orderly and efficient transition. Intermedia agrees that it may not terminate the entire Agreement pursuant to this section.

5.2 If a party is in breach of a material term or condition of this agreement ("defaulting party"), the other party shall provide written notice of such breach to



the defaulting party. The defaulting party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the parties shall follow the dispute resolution procedure set forth in section 12 of the General Terms and Conditions of this Agreement.

6. **Parity**

To the extent technically feasible, the quality of a Combination, as well as the quality of the access to such Combination provided by BellSouth to Intermedia shall be at least equal in quality to that which BellSouth provides to itself.

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

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

- 7.1 Intermedia 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 Intermedia end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.2 Intermedia agrees that in cases where Intermedia receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Intermedia end users, Intermedia 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.
- 7.3 In cases where the timing of the response to the law enforcement agency prohibits Intermedia from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Intermedia will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Intermedia and bill Intermedia for the information. Intermedia agrees to reimburse BellSouth for the call detail information provided.
- 7.4 Intermedia will provide Intermedia end user and/or other customer information that is available to Intermedia in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered

requests Intermedia end user and/or other customer information to Intermedia for the purpose of providing this information to the law enforcement agency.

8. **Liability and Indemnification**

8.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Intermedia revenues.

8.2 **Intermedia Liability.** In the event that Intermedia 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 Intermedia under this Agreement.

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

8.4 **Limitation of Liability.**

8.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

8.4.2 **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.

8.4.3 Neither BellSouth nor Intermedia 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.

- 8.4.4 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.

- 8.5 **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.

- 8.6 **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.

9. **Intellectual Property Rights and Indemnification**

- 9.1 **No License:** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Intermedia 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.
- 9.2 **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.

- 9.3 **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 7 of this Agreement.
- 9.4 **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:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 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.
- 9.5 **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.

- 9.6 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.

10. Treatment of Proprietary and Confidential Information

- 10.1 Confidential Information. It may be necessary for BellSouth and Intermedia 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 Intermedia shall receive such Information and not disclose such Information. BellSouth and Intermedia shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Intermedia with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Intermedia will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 10.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Intermedia 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 Intermedia; (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.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. 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 for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**13. Taxes**

**13.1 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.

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

**13.2.1** 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.

**13.2.2** 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.

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

**13.3.1** 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.

**13.3.2** 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.

**13.3.3** 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.

- 13.3.4 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.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.
- 13.4 **Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.**
- 13.4.1 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.
- 13.4.2 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 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.
- 13.4.3 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. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 13.4.4 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.
- 13.4.5 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.
- 13.4.6 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.
- 13.4.7 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.
- 13.5 **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.

**14. 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.

**15. Modification of Agreement**

- 15.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to Intermedia at the same rates and upon the same terms and conditions any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252(i). 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.
- 15.2 If Intermedia changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Intermedia to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 15.3 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.
- 15.4 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):
- 15.5 In the event that any final and effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Intermedia or BellSouth to perform any material terms of this Agreement, Intermedia or BellSouth may, on thirty (30) 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 ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. **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.

17. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

18. **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.

19. **Notices**

- 19.1 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, address to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

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

**Intermedia Communications Inc.**

Carl Jackson  
Senior Director  
Intermedia Communications, Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619

Senior Director  
Regulatory and Industry Policy  
Intermedia Communications Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619

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

19.2 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.

19.3 BellSouth shall provide Intermedia notice via Internet posting of new services, price changes, and of changes to the terms and conditions of services available for resale.

**20. Rule of Construction**

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

**21. 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.

**22. 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.

**23. Performance Standards and Measures**

For purposes of this Agreement, Performance Standards and Measures shall be governed by the terms and conditions in the Expired Agreement.

**24. 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, Intermedia shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Intermedia.

**25. Third Party Release Subscriber Listing Information**

**25.3 Procedures for Submitting Intermedia Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.**

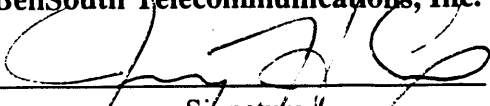
**25.3.1 Notwithstanding any provision(s) to the contrary, Intermedia agrees to provide to BellSouth, and BellSouth agrees to accept, Intermedia's Subscriber Listing Information (SLI) relating to Intermedia's customers in the geographic area(s) covered by this Interconnection Agreement. Intermedia authorizes BellSouth to release all such Intermedia SLI provided to BellSouth by Intermedia 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 CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has**

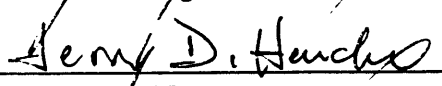
authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released 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.

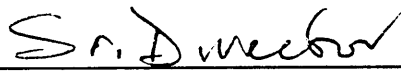
- 25.3.2 No compensation shall be paid to Intermedia for BellSouth's receipt of Intermedia SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of Intermedia SLI, Intermedia shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform Intermedia as of its good faith estimate of Intermedia's share of such costs, and Intermedia shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of Intermedia's SLI.
- 25.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Intermedia under this Agreement. Intermedia 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 Intermedia listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Intermedia any complaints received by BellSouth relating to the accuracy or quality of Intermedia listings.
- 25.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

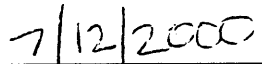
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc.**

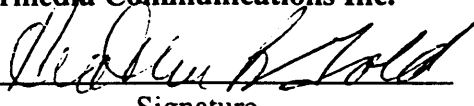
  
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Signature

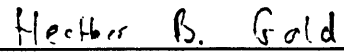
  
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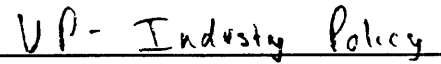
  
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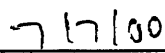
  
\_\_\_\_\_  
Date

**Intermedia Communications Inc.**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**1. Enhanced Extended Link**

- 1.1 BellSouth shall offer Intermedia access to the Enhanced Extended Link ("EEL") in accordance with applicable FCC and/or State Commission orders and the terms of this Agreement.
- 1.1.2 Notwithstanding anything in Sections 1 or 2 hereof, the Parties do not agree as to whether BellSouth's definition of the phrase "Currently Combined" as utilized herein is consistent with applicable FCC and/or State Commission Orders and the Parties are currently arbitrating this issue before various state Commissions. The use within this Agreement of the phrase "Currently Combined" and the meaning attached thereto shall not prejudice either Party nor shall it be used by either party to discredit the other Party's position during such arbitrations or otherwise. Moreover, neither party waives any rights it may have to take any position, whether or not contrary to the agreed upon provisions herein, before any Commission or the FCC, relating to UNE Combinations.
- 1.2 Subject to Section 1.1.2 above, for purposes of Sections 1 and 2 of this Agreement, 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.
- 1.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 1.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the Intermedia's POP serving wire center. The circuit must be connected to the Intermedia's switch for the purpose of provisioning telecommunications services, including telephone exchange service, to the Intermedia's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the Intermedia's POP and Intermedia's collocation space at the POP SWC.
- 1.2.3 BellSouth shall provide combinations of loops and transport to Intermedia in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to Intermedia in Georgia in accordance with Section 1.5.1.3 below. Further, BellSouth will make available to Intermedia combinations of loop and transport network elements that are not Currently Combined but that BellSouth ordinarily combines in its network in Density Zone 1, as defined in 47 C.F.R 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs if Intermedia's customer has four (4) or more DS0 equivalent lines. In all states other than Georgia, and except as specifically stated in this Section, BellSouth shall make available to Intermedia those EEL combinations described in Section 1.3 below, or any other loop and transport combinations, only to the extent such EELs or loop and transport network elements are Currently Combined.
- 1.2.4 Additionally, there may be instances wherein Intermedia will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs

when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the Agreement when unbundled network elements are used for interoffice transport.

**1.3 EEL Combinations**

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

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

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

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

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

DS1 Interoffice Channel + DS1 Local Loop

DS3 Interoffice Channel + DS3 Local Loop

STS-1 Interoffice Channel + STS-1 Local Loop

DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

2-wire VG Interoffice Channel + 2-wire VG Local Loop

4-wire VG Interoffice Channel + 4-wire VG Local Loop

4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

**1.4 Special Access Service Conversions**

Pursuant to the FCC's Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third report and Order, Intermedia may convert special access services to combinations of loop and transport network elements, whether or not Intermedia self provides its entrance facilities (or obtains entrance facilities from a third party) so long as Intermedia uses such combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. For purposes of this Agreement, Intermedia shall satisfy the requirement of providing a significant amount of local exchange service if Intermedia meets the criteria set forth in the local usage options described in Sections 1.4.1, 1.4.2 or 1.4.3 below. To the extent Intermedia requests a conversion of special access circuits to loop and transport combinations, Intermedia shall send a letter to BellSouth self-certifying that Intermedia is providing a



significant amount of local exchange service over such circuits and indicating under what local usage option Intermedia seeks to qualify.

1.4.1 Option 1. Intermedia shall self certify that it is the exclusive provider of the end users's local exchange service. The loop-transport combination must terminate at Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow the loop-transport combination to be connected to BellSouth's tariffed services. Under this option, Intermedia is the end user's only local service provider and therefore Intermedia providing is more than a significant amount of local exchange service. Consequently, under this option, Intermedia may use the loop-transport combination that serves the end user to carry any kind of traffic, including 100% interstate access traffic.

1.4.2 Option 2. Intermedia shall self certify that it provides local exchange service 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. 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 (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at the Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow loop-transport combinations to be connected to the BellSouth's tariffed services.

Under this option, Intermedia may use the unbundled loop-transport combinations to serve the customer as long as the active channels on the facility, and the entire facility, are being used to provide the amount of local exchange service specified in this option, thereby allowing Intermedia flexibility to use the combinations to provide other services besides local exchange service.

1.4.3 Option 3. Intermedia shall self certify that 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 (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria.

This option does not allow loop-transport combinations to be connected to the incumbent LEC's tariffed services. Under this option, collocation is not required. Intermedia 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.

1.4.4 The Parties further acknowledge that on a going forward basis, Intermedia may purchase additional special access service under BellSouth's applicable tariffs and

convert such special access circuits to EELs pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 1.4 and subject to the termination provisions in the applicable tariffs, if any.

**1.5 Rates**

**1.5.1 Georgia**

- 1.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 1.3, whether Currently Combined or new, are as set forth in Attachment 1 of this Amendment.
- 1.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 1.3, 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. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 1.5.1.3 To the extent that Intermedia seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Intermedia, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Interconnection Agreement.

**1.5.2 All Other States**

- 1.5.2.1 Subject to Section 1.2.3 preceding, for all other states, the non-recurring and recurring rates for the EEL combinations set forth in Section 1.3 and other combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties. Such rates shall be interim and shall be subject to true up upon the Commission's adoption of rates for such combinations.
- 1.6 Audits. BellSouth may conduct an audit in order to verify whether Intermedia is in compliance with the local usage options with respect to EELs. The following guidelines are to be used in the event BellSouth requests an audit.
  - 1.6.1 BellSouth shall provide 30 days written notice to Intermedia that it desires to conduct an audit of Intermedia's UNE loop and transport combinations it has purchased from BellSouth. BellSouth shall also forward such notice to the appropriate state Commission.
  - 1.6.2 An independent auditor, hired and paid for by BellSouth, shall be used to perform the audit. Intermedia shall reimburse BellSouth for the cost of the audit if the audit uncovers non-compliance with the local usage options.

- 1.6.3 BellSouth may not audit Intermedia more than once in any calendar year, unless the audit finds non-compliance.
- 1.6.4 In the event that an audit reveals non-compliance, BellSouth may file a complaint with the Commission pursuant to the dispute resolution procedures set forth herein.

**2. Port/Loop Combinations**

- 2.1 At Intermedia's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 2.4 below to the extent the same are Currently Combined in BellSouth's network, except as specified in Sections 2.1.1 and 2.1.2 below.
  - 2.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.
  - 2.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Intermedia if Intermedia's customer has 4 or more DS0 equivalent lines.

**2.2 Definition**

- 2.2.1 For purposes of this Section 2, 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.
- 2.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 2.4 following provides the combinations of port and loop network elements that may be ordered by Intermedia when Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.1.2 above.
- 2.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to Intermedia regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.1.2 above.

**2.3 Rates for Combinations of Loop and Port Network Elements**

- 2.3.1 Rates for combinations of loop and port network elements, as set forth in Section 2.4, are provided in Exhibit B of this Amendment. Where the state Commission has not ordered rates for loop and port combinations as of the date of this Agreement, the rates for such combinations as set forth in Exhibit B shall be interim, subject to true up upon the Commission's ordering rates.

**2.3.2 Rates for Circuit Switching**

Rates for circuit switching, where BellSouth is not required, pursuant to Section 2.1, to provide circuit switching are as set forth in Exhibit B of this Amendment.

**2.4    Loop and Port Combination Offerings**

- 2.4.1    2-wire voice grade port, voice grade loop, virtual cross connect, 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.
- 2.4.2    2-wire voice grade DID port, voice grade loop, virtual cross connect, 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.
- 2.4.3    2-wire CENTREX port, voice grade loop virtual cross connect, 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.
- 2.4.4    2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, 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.
- 2.4.5    2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, 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.
- 2.4.6    4-wire DS1 Trunk port, DS1 Loop virtual cross connect, 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.

Prices 6-30-00.11.15

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
LOOP/PORT COMBINATIONS

Attachment 2  
Exhibit C  
Rates - Page 1

| DESCRIPTION                                                                                                                                               | USOC   | AL | FL       | GA      | KY | LA      | MS | NC      | SC | TN      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|----------|---------|----|---------|----|---------|----|---------|
| <b>UNBUNDLED LOOP COMBINATIONS</b>                                                                                                                        |        |    |          |         |    |         |    |         |    |         |
| Unbundled Loop/Port Combinations (Notes 4 & 5)                                                                                                            |        |    |          |         |    |         |    |         |    |         |
| <b>MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)</b>                                                                                            |        |    |          |         |    |         |    |         |    |         |
| <b>Density Zone 1 / Top 8 MSAs in BellSouth Region</b><br>(Customers with 4 or more DS0 Equivalent)                                                       |        |    |          |         |    |         |    |         |    |         |
| Currently Combined (Note 2)                                                                                                                               |        |    |          |         |    |         |    |         |    |         |
| 2-Wire Analog Line Port (Res., Bus.), per month                                                                                                           | TBD    | NA | \$14.00  | \$14.00 | NA | \$14.00 | NA | \$14.00 | NA | \$14.00 |
| 2-Wire Analog Loop (SL1)                                                                                                                                  |        |    |          |         |    |         |    |         |    |         |
| 2-Wire Analog Loop - Statewide                                                                                                                            | UEPLX  | NA | NA       | NA      | NA | NA      | NA | \$15.88 | NA | NA      |
| 2-Wire Analog Loop Zone 1                                                                                                                                 | UEPLX  | NA | \$13.75  | \$10.80 | NA | \$14.05 | NA | NA      | NA | \$15.92 |
| 2-Wire Analog Loop Zone 2                                                                                                                                 | UEPLX  | NA | \$20.13  | \$12.47 | NA | \$24.14 | NA | NA      | NA | \$20.79 |
| 2-Wire Analog Loop Zone 3                                                                                                                                 | UEPLX  | NA | \$44.40  | \$19.83 | NA | \$49.30 | NA | NA      | NA | \$27.18 |
| 2-Wire Analog Loop Zone 4                                                                                                                                 | UEPLX  | NA | NA       | NA      | NA | NA      | NA | NA      | NA | NA      |
| NRC - 2-Wire Voice Grade Loop/Line Port Combination                                                                                                       | TBD    | NA | \$41.50  | \$41.50 | NA | \$41.50 | NA | \$41.50 | NA | \$41.50 |
| NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent                                                                                          | USASC  | NA | \$10.00  | \$10.00 | NA | \$10.00 | NA | \$10.00 | NA | \$10.00 |
| NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces | SOMECC | NA | \$3.50   | \$3.50  | NA | \$3.50  | NA | \$3.50  | NA | \$3.50  |
| NRC - Incremental Manual Service Order                                                                                                                    | SOMAN  | NA | \$19.99  | \$19.99 | NA | \$19.99 | NA | \$19.99 | NA | \$19.99 |
| NRC - Incremental Manual Service Order Disconnect                                                                                                         | TBD    | NA | \$20.00  | \$20.00 | NA | \$20.00 | NA | \$20.00 | NA | \$20.00 |
| 2-Wire Voice Grade Loop with 2-Wire DID Trunk Port                                                                                                        |        |    |          |         |    |         |    |         |    |         |
| 2-Wire Line Port - DID Trunk Port, per month                                                                                                              | TBD    | NA | TBD      | TBD     | NA | TBD     | NA | TBD     | NA | TBD     |
| 2-Wire Analog Loop (SL1)                                                                                                                                  |        |    |          |         |    |         |    |         |    |         |
| 2-Wire Analog Loop - Statewide                                                                                                                            | UEPLX  | NA | NA       | NA      | NA | NA      | NA | \$15.88 | NA | NA      |
| 2-Wire Analog Loop Zone 1                                                                                                                                 | UEPLX  | NA | \$13.75  | \$10.80 | NA | \$16.60 | NA | NA      | NA | \$15.92 |
| 2-Wire Analog Loop Zone 2                                                                                                                                 | UEPLX  | NA | \$20.13  | \$12.47 | NA | \$26.69 | NA | NA      | NA | \$20.79 |
| 2-Wire Analog Loop Zone 3                                                                                                                                 | UEPLX  | NA | \$44.40  | \$19.83 | NA | \$51.85 | NA | NA      | NA | \$27.18 |
| 2-Wire Analog Loop Zone 4                                                                                                                                 | UEPLX  | NA | NA       | NA      | NA | NA      | NA | NA      | NA | NA      |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - 1st                                                                                                 | TBD    | NA | NA       | NA      | NA | NA      | NA | \$13.26 | NA | NA      |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Addl                                                                                                | TBD    | NA | NA       | NA      | NA | NA      | NA | \$8.39  | NA | NA      |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost: Manual Service Order - 1st                                                        | TBD    | NA | NA       | NA      | NA | NA      | NA | \$53.89 | NA | NA      |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost: Manual Service Order - Addl                                                       | TBD    | NA | NA       | NA      | NA | NA      | NA | \$11.34 | NA | NA      |
| 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port                                                                                              |        |    |          |         |    |         |    |         |    |         |
| 2-wire ISDN Digital Port, per month                                                                                                                       | UEPPB  | NA | \$24.37  | \$24.37 | NA | \$24.37 | NA | \$24.37 | NA | \$15.72 |
| 2-Wire ISDN Digital Grade Loop                                                                                                                            |        |    |          |         |    |         |    |         |    |         |
| 2-Wire ISDN Loop - Statewide                                                                                                                              | TBD    | NA | NA       | NA      | NA | NA      | NA | \$24.98 | NA | NA      |
| 2-Wire ISDN Loop - Zone 1                                                                                                                                 | TBD    | NA | \$32.34  | \$21.89 | NA | \$21.15 | NA | NA      | NA | \$15.92 |
| 2-Wire ISDN Loop - Zone 2                                                                                                                                 | TBD    | NA | \$47.35  | \$25.27 | NA | \$36.32 | NA | NA      | NA | \$20.79 |
| 2-Wire ISDN Loop - Zone 3                                                                                                                                 | TBD    | NA | \$104.47 | \$40.17 | NA | \$74.19 | NA | NA      | NA | \$27.18 |
| 2-Wire ISDN Loop - Zone 4                                                                                                                                 | TBD    | NA | NA       | NA      | NA | NA      | NA | NA      | NA | NA      |
| RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port                                                                                         | TBD    | NA | NA       | NA      | NA | NA      | NA | \$43.45 | NA | NA      |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
LOOP/PORT COMBINATIONS

Attachment 2  
Exhibit C  
Rates - Page 2

| DESCRIPTION                                                                      | USOC  | AL | FL       | GA       | KY | LA       | MS | NC       | SC | TN       |
|----------------------------------------------------------------------------------|-------|----|----------|----------|----|----------|----|----------|----|----------|
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion   | USACB | NA | \$174.35 | \$174.35 | NA | \$174.35 | NA | \$174.35 | NA | \$117.23 |
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion | USACB | NA | \$174.35 | \$174.35 | NA | \$174.35 | NA | \$174.35 | NA | \$117.23 |
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature      | USASB | NA | \$286.15 | \$286.15 | NA | \$286.15 | NA | \$286.15 | NA | \$212.88 |
| Subsequent Activity                                                              |       |    |          |          |    |          |    |          |    |          |
| 4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port                     |       |    |          |          |    |          |    |          |    |          |
| RC - 4-Wire ISDN Digital Grade Loop                                              | USL4P | NA | \$62.71  | \$62.71  | NA | \$62.71  | NA | \$62.71  | NA | \$61.74  |
| RC - Exchange Port - 4-Wire ISDN Digital Trunk Port                              | UEPPP | NA | \$179.01 | \$179.01 | NA | \$179.01 | NA | \$179.01 | NA | \$73.62  |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - 1st conversion                                                                 | USACP | NA | \$481.51 | \$481.51 | NA | \$481.51 | NA | \$481.51 | NA | \$328.53 |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - Add'l conversion                                                               | USACP | NA | \$481.51 | \$481.51 | NA | \$481.51 | NA | \$481.51 | NA | \$328.53 |
| - Subsequent Channel Activity - Per Channel                                      | USASP | NA | \$36.92  | \$36.92  | NA | \$36.92  | NA | \$36.92  | NA | \$28.39  |
| NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - Subsequent Inward/2-way Telephone Numbers                                      | PR7TG | NA | \$1.17   | \$1.17   | NA | \$1.17   | NA | \$1.17   | NA | \$0.94   |
| NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - Subsequent Outward Telephone Numbers                                           | PR7TP | NA | \$28.17  | \$28.17  | NA | \$28.17  | NA | \$28.17  | NA | \$22.36  |
| NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - Subsequent Inward Telephone Numbers                                            | PR7ZT | NA | \$56.33  | \$56.33  | NA | \$56.33  | NA | \$56.33  | NA | \$44.71  |
| NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination  |       |    |          |          |    |          |    |          |    |          |
| - Subsequent Service Order Per Order                                             | USASP | NA | \$255.25 | \$255.25 | NA | \$255.25 | NA | \$255.25 | NA | \$189.76 |
| 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port                  |       |    |          |          |    |          |    |          |    |          |
| 4-Wire ISDN DS1 Digital Trunk Port                                               | TBD   | NA | NA       | NA       | NA | NA       | NA | \$241.72 | NA | NA       |
| 4-Wire DS1 Digital Loop                                                          |       |    |          |          |    |          |    |          |    |          |
| 4-Wire DS1 Digital Loop- Statewide                                               | TBD   | NA | NA       | NA       | NA | NA       | NA | \$62.78  | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 1                                                  | TBD   | NA | \$64.69  | \$55.53  | NA | \$56.32  | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 2                                                  | TBD   | NA | \$94.71  | \$64.13  | NA | \$96.73  | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 3                                                  | TBD   | NA | \$208.93 | \$101.93 | NA | \$197.57 | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 4                                                  | TBD   | NA | NA       | NA       | NA | NA       | NA | NA       | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - 1st      | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Add'l    |       |    |          |          |    |          |    |          |    |          |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port -          | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| Subsequent Channel Activation - Per Channel                                      | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port -          |       |    |          |          |    |          |    |          |    |          |
| Subsequent Inward/2way Telephone Numbers                                         | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port -          |       |    |          |          |    |          |    |          |    |          |
| Subsequent Outward Telephone Numbers                                             | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port -          |       |    |          |          |    |          |    |          |    |          |
| Subsequent Inward Telephone Numbers                                              | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port -          |       |    |          |          |    |          |    |          |    |          |
| Subsequent Service Order Per Order                                               | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port                               |       |    |          |          |    |          |    |          |    |          |
| 4-Wire DID Trunk Port                                                            | TBD   | NA | NA       | NA       | NA | NA       | NA | \$241.72 | NA | NA       |
| 4-Wire DS1 Digital Loop                                                          |       |    |          |          |    |          |    |          |    |          |
| 4-Wire DS1 Digital Loop- Statewide                                               | TBD   | NA | NA       | NA       | NA | NA       | NA | \$62.78  | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 1                                                  | TBD   | NA | \$64.69  | \$55.53  | NA | \$56.32  | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 2                                                  | TBD   | NA | \$94.71  | \$64.13  | NA | \$96.73  | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 3                                                  | TBD   | NA | \$208.93 | \$101.93 | NA | \$197.57 | NA | NA       | NA | TBD      |
| 4-Wire DS1 Digital Loop- Zone 4                                                  | TBD   | NA | NA       | NA       | NA | NA       | NA | NA       | NA | TBD      |

Version 1000: 6/5/00

BELLSOUTH/Intramedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
LOOP/PORT COMBINATIONS

Attachment 2  
Exhibit C  
Rates - Page 4

| DESCRIPTION                                                                      | USOC  | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|----------------------------------------------------------------------------------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>2-Wire Voice Grade Loop</b>                                                   |       |          |          |          |          |          |          |          |          |          |
| RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide                     | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$23.79  | NA       | NA       |
| RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)               | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | \$20.71  | NA       |
| RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)               | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | \$29.35  | NA       |
| RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)               | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | \$37.68  | NA       |
| RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 4 (Note 6)               | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| RC - 2-Wire Voice Grade Loop - Statewide                                         | UEPLX | NA       | NA       | NA       | NA       | NA       | NA       | \$11.67  | NA       | NA       |
| RC - 2-Wire Voice Grade Loop - Zone 1                                            | UEPLX | \$14.35  | \$13.75  | \$10.80  | \$14.79  | \$14.05  | \$14.59  | NA       | \$17.02  | \$15.92  |
| RC - 2-Wire Voice Grade Loop - Zone 2                                            | UEPLX | \$23.31  | \$20.13  | \$12.47  | \$27.68  | \$24.14  | \$19.33  | NA       | \$25.66  | \$20.79  |
| RC - 2-Wire Voice Grade Loop - Zone 3                                            | UEPLX | \$42.24  | \$44.40  | \$19.83  | \$47.78  | \$49.30  | \$27.63  | NA       | \$33.99  | \$27.18  |
| RC - 2-Wire Voice Grade Loop - Zone 4                                            | UEPLX | NA       | NA       | NA       | NA       | NA       | \$36.47  | NA       | NA       | NA       |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - 1st                        | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$13.26  | NA       | NA       |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Addl                       | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$8.39   | NA       | NA       |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual    | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$53.89  | NA       | NA       |
| NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual    | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$11.34  | NA       | NA       |
| <b>2-Wire ISDN Digital Port</b>                                                  |       |          |          |          |          |          |          |          |          |          |
| 2-Wire ISDN Digital Port                                                         | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$24.37  | NA       | NA       |
| 2-Wire ISDN Digital Port - Statewide                                             | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$43.45  | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 1                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 2                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 3                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 4                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Statewide                                             | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | \$19.08  | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 1                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 2                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 3                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| 2-Wire ISDN Digital Port - Zone 4                                                | TBD   | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion   | USACB | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$117.23 |
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion | USACB | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$174.35 | \$117.23 |
| NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature      | USASB | \$286.15 | \$286.15 | \$286.15 | \$286.15 | \$286.15 | \$286.15 | \$286.15 | \$286.15 | \$212.88 |
| Subsequent Activity                                                              |       |          |          |          |          |          |          |          |          |          |
| <b>4-Wire ISDN Digital Port</b>                                                  |       |          |          |          |          |          |          |          |          |          |
| RC - 4-Wire ISDN Digital Grade Loop                                              | USL4P | \$62.71  | \$62.71  | \$62.71  | \$62.71  | \$62.71  | \$62.71  | \$62.71  | \$62.71  | \$61.74  |
| RC - Exchange Port - 4-Wire ISDN Digital Trunk Port                              | UEPPP | \$179.01 | \$179.01 | \$179.01 | \$179.01 | \$179.01 | \$179.01 | \$179.01 | \$179.01 | \$73.62  |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | USACP | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$328.53 |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | USACP | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$481.51 | \$328.53 |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | USASP | \$36.92  | \$36.92  | \$36.92  | \$36.92  | \$36.92  | \$36.92  | \$36.92  | \$36.92  | \$28.39  |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | PR7TG | \$1.17   | \$1.17   | \$1.17   | \$1.17   | \$1.17   | \$1.17   | \$1.17   | \$1.17   | \$0.94   |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | PR7TP | \$28.17  | \$28.17  | \$28.17  | \$28.17  | \$28.17  | \$28.17  | \$28.17  | \$28.17  | \$22.36  |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | PR7TZ | \$56.33  | \$56.33  | \$56.33  | \$56.33  | \$56.33  | \$56.33  | \$56.33  | \$56.33  | \$44.71  |
| NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination  | USASP | \$255.25 | \$255.25 | \$255.25 | \$255.25 | \$255.25 | \$255.25 | \$255.25 | \$255.25 | \$189.76 |



BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
LOOP/PORT COMBINATIONS

Attachment 2  
Exhibit C  
Rates - Page 5

| DESCRIPTION                                                                                                             | USOC | AL | FL | GA | KY | LA | MS | NC       | SC | TN |
|-------------------------------------------------------------------------------------------------------------------------|------|----|----|----|----|----|----|----------|----|----|
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port                                                     | TBD  | NA | NA | NA | NA | NA | NA | \$179.01 | NA | NA |
| 4 - Wire ISDN DS1 Digital Trunk Port                                                                                    | TBD  | NA | NA | NA | NA | NA | NA | \$241.72 | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Statewide                                         | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 1                                            | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 2                                            | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 3                                            | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 4                                            | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Statewide                                                                                   | TBD  | NA | NA | NA | NA | NA | NA | \$62.71  | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 1                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 2                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 3                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 4                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st                                         | TBD  | NA | NA | NA | NA | NA | NA | \$481.51 | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl                                        | TBD  | NA | NA | NA | NA | NA | NA | \$481.51 | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel | TBD  | NA | NA | NA | NA | NA | NA | \$36.92  | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/Outward Telephone Numbers | TBD  | NA | NA | NA | NA | NA | NA | \$1.17   | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers         | TBD  | NA | NA | NA | NA | NA | NA | \$28.17  | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order          | TBD  | NA | NA | NA | NA | NA | NA | \$56.33  | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port                                                                  | TBD  | NA | NA | NA | NA | NA | NA | \$255.25 | NA | NA |
| 4 - Wire DID Trunk Port                                                                                                 | TBD  | NA | NA | NA | NA | NA | NA | \$123.52 | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide                                                      | TBD  | NA | NA | NA | NA | NA | NA | \$186.23 | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1                                                         | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2                                                         | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3                                                         | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4                                                         | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Statewide                                                                                   | TBD  | NA | NA | NA | NA | NA | NA | \$62.71  | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 1                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 2                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 3                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| 4 - Wire DS1 Digital Loop - Zone 4                                                                                      | TBD  | NA | NA | NA | NA | NA | NA | NA       | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st                                                      | TBD  | NA | NA | NA | NA | NA | NA | \$490.38 | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Addl                                                     | TBD  | NA | NA | NA | NA | NA | NA | \$490.38 | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel              | TBD  | NA | NA | NA | NA | NA | NA | \$146.91 | NA | NA |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers                | TBD  | NA | NA | NA | NA | NA | NA | \$120.96 | NA | NA |

| DESCRIPTION                                                                                                    | USOC | AL  | FL  | GA     | KY  | LA  | MS  | NC       | SC  | TN  |
|----------------------------------------------------------------------------------------------------------------|------|-----|-----|--------|-----|-----|-----|----------|-----|-----|
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes       | TBD  | NA  | NA  | NA     | NA  | NA  | NA  | \$29.65  | NA  | NA  |
| NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order | TBD  | NA  | NA  | NA     | NA  | NA  | NA  | \$127.63 | NA  | NA  |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
| All Other Loop/Port Combinations                                                                               | TBD  | TBN | TBN | Note 2 | TBN | TBN | TBN | TBN      | TBN | TBN |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
|                                                                                                                |      |     |     |        |     |     |     |          |     |     |
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BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
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| ENHANCED EXTENDED LINKS (EELs)                                                                                                    |       |          |          |          |         |          |          |          |          |          |  |
|-----------------------------------------------------------------------------------------------------------------------------------|-------|----------|----------|----------|---------|----------|----------|----------|----------|----------|--|
|                                                                                                                                   | USOC  | AL       | FL       | GA       | KY      | LA       | MS       | NC       | SC       | TN       |  |
| New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]). |       |          |          |          |         |          |          |          |          |          |  |
| DS1 Interoffice Channel and 2-wire VG Local Loop EEL:                                                                             |       |          |          |          |         |          |          |          |          |          |  |
| 2-wire analog voice grade loop SL2 and DS1 ded interoffice transport with channelization                                          |       |          |          |          |         |          |          |          |          |          |  |
| Zone 1                                                                                                                            | TBD   | \$196.90 | TBD      | \$99.22  | NA      | \$208.13 | \$229.90 | NA       | \$264.80 | NA       |  |
| Zone 2                                                                                                                            | TBD   | \$208.11 | TBD      | \$101.60 | NA      | \$220.80 | \$235.88 | NA       | \$275.76 | NA       |  |
| Zone 3                                                                                                                            | TBD   | \$231.79 | TBD      | \$112.08 | NA      | \$252.41 | \$246.32 | NA       | \$286.31 | NA       |  |
| Zone 4                                                                                                                            | TBD   | NA       | NA       | NA       | NA      | NA       | \$257.43 | NA       | NA       | NA       |  |
| Recurring Charges                                                                                                                 |       |          |          |          |         |          |          |          |          |          |  |
| 2-wire VG Loop per month, statewide                                                                                               | UEAL2 | NA       | NA       | NA       | NA      | NA       | NA       | \$15.88  | NA       | \$26.02  |  |
| 2-wire VG Loop per mile, statewide                                                                                                | 1L5ND | NA       | \$0.00   | \$0.00   | NA      | \$0.00   | NA       | \$0.00   | NA       | \$0.00   |  |
| 2-wire VG Loop per month, Zone 1 (Note 1)                                                                                         | TBD   | \$15.24  | \$13.75  | \$15.40  | \$14.79 | \$17.65  | \$18.35  | NA       | \$21.57  | NA       |  |
| 2-wire VG Loop per month, Zone 2 (Note 1)                                                                                         | TBD   | \$24.75  | \$20.13  | \$17.78  | \$27.68 | \$30.32  | \$24.33  | NA       | \$32.53  | NA       |  |
| 2-wire VG Loop per month, Zone 3 (Note 1)                                                                                         | TBD   | \$44.85  | \$44.40  | \$28.26  | \$47.78 | \$61.93  | \$34.77  | NA       | \$43.08  | NA       |  |
| 2-wire VG Loop per month, Zone 4 (Note 1)                                                                                         | TBD   | NA       | NA       | NA       | NA      | NA       | \$45.88  | NA       | NA       | NA       |  |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                                                        | 1L5XX | NA       | \$0.2035 | \$0.31   | NA      | \$0.78   | NA       | \$0.78   | NA       | \$0.35   |  |
| Interoffice Channel - Dedicated - DS1 - Facility Termination per month                                                            | U1TF1 | NA       | \$93.31  | \$63.39  | -       | \$93.40  | NA       | \$93.40  | NA       | \$75.83  |  |
| DS1 Channelized System per month                                                                                                  | MQ1   | NA       | \$154.74 | \$126.22 | NA      | \$126.66 | NA       | \$126.66 | NA       | \$165.21 |  |
| Per additional circuit in same DS1, Recurring - Zone 1                                                                            | TBD   | \$19.21  | NA       | \$17.60  | NA      | \$19.07  | \$18.35  | NA       | \$23.33  | NA       |  |
| Per additional circuit in same DS1, Recurring - Zone 2                                                                            | TBD   | \$30.42  | NA       | \$19.98  | NA      | \$31.74  | \$24.33  | NA       | \$34.29  | NA       |  |
| Per additional circuit in same DS1, Recurring - Zone 3                                                                            | TBD   | \$54.10  | NA       | \$30.46  | NA      | \$63.35  | \$34.77  | NA       | \$44.84  | NA       |  |
| Per additional circuit in same DS1, Recurring - Zone 4                                                                            | TBD   | NA       | NA       | NA       | NA      | NA       | \$45.88  | NA       | NA       | NA       |  |
| VG (COC) interface card per month                                                                                                 | 1D1DD | NA       | \$2.22   | \$2.20   | NA      | \$1.06   | NA       | \$1.06   | NA       | \$1.25   |  |
| Non-Recurring Charges - New EEL (Note 2)(Note 3)                                                                                  |       |          |          |          |         |          |          |          |          |          |  |
| NRC- DS1 interoffice Facility Termination - 1st                                                                                   | U1TF1 | NA       | \$370.81 | \$162.03 | NA      | \$160.49 | NA       | \$217.17 | NA       | \$165.53 |  |
| NRC- DS1 interoffice Facility Termination - Add'l                                                                                 | U1TF1 | NA       | \$247.73 | \$107.76 | NA      | \$123.03 | NA       | \$163.75 | NA       | \$124.84 |  |
| NRC- 2-wire VG Local Loop - 1st                                                                                                   | UEAL2 | NA       | \$271.29 | \$137.81 | NA      | \$128.42 | NA       | NA       | NA       | \$192.97 |  |
| NRC- 2-wire VG Local Loop - Add'l                                                                                                 | UEAL2 | NA       | \$104.90 | \$91.65  | NA      | \$93.60  | NA       | NA       | NA       | \$140.72 |  |
| NRC- DS1 Channelization System - 1st                                                                                              | MQ1   | NA       | \$127.67 | \$131.09 | NA      | \$213.21 | NA       | \$184.35 | NA       | \$222.87 |  |
| NRC- DS1 Channelization System - Add'l                                                                                            | MQ1   | NA       | \$29.75  | \$87.18  | NA      | \$133.31 | NA       | \$114.94 | NA       | \$135.80 |  |
| NRC- VG(COC) interface card - 1st                                                                                                 | 1D1VG | NA       | \$12.26  | \$12.15  | NA      | \$11.18  | NA       | \$12.39  | NA       | \$12.61  |  |
| NRC- VG(COC) interface card - Add'l                                                                                               | 1D1VG | NA       | \$8.84   | \$8.76   | NA      | \$8.06   | NA       | \$8.93   | NA       | \$9.03   |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR                             | SOME1 | NA       | \$3.20   | \$3.50   | NA      | \$3.50   | NA       | \$3.50   | NA       | \$3.50   |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR                                 | SOMAN | NA       | \$25.60  | NA       | NA      | NA       | NA       | NA       | NA       | \$19.99  |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st                                    | SOMAN | NA       | NA       | \$34.00  | NA      | \$59.93  | NA       | \$38.07  | NA       | NA       |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l                                  | SOMAN | NA       | NA       | \$27.79  | NA      | \$32.29  | NA       | \$38.07  | NA       | NA       |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st                       | SOMAN | NA       | NA       | \$20.10  | NA      | \$19.47  | NA       | NA       | NA       | NA       |  |
| NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l                     | SOMAN | NA       | NA       | \$11.98  | NA      | \$8.06   | NA       | NA       | NA       | NA       |  |
| DS1 Interoffice Channel and 4-wire VG Local Loop EEL:                                                                             |       |          |          |          |         |          |          |          |          |          |  |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 8

|                                                                                                          | USOC  | AL       | FL       | GA       | KY      | LA       | MS       | NC       | SC       | TN       |
|----------------------------------------------------------------------------------------------------------|-------|----------|----------|----------|---------|----------|----------|----------|----------|----------|
| 4-wire analog voice grade loop and DS1 ded interoffice transport with channelization                     |       |          |          |          |         |          |          |          |          |          |
| Zone 1                                                                                                   | TBD   | \$204.34 | NA       | \$101.17 | NA      | \$216.32 | \$235.35 | NA       | \$274.14 | NA       |
| Zone 2                                                                                                   | TBD   | \$129.33 | NA       | \$110.71 | NA      | \$233.81 | \$242.64 | NA       | \$289.11 | NA       |
| Zone 3                                                                                                   | TBD   | \$251.00 | NA       | \$126.28 | NA      | \$277.43 | \$255.37 | NA       | \$303.52 | NA       |
| Zone 4                                                                                                   | TBD   | NA       | NA       | NA       | NA      | NA       | \$268.93 | NA       | NA       | NA       |
| <b>Recurring Charges</b>                                                                                 |       |          |          |          |         |          |          |          |          |          |
| 4-wire VG Loop per month, statewide                                                                      | UEAL4 | NA       | NA       | NA       | NA      | \$31.52  | NA       | \$27.20  | NA       | NA       |
| 4-wire VG Loop per mile, statewide                                                                       | 1L5ND | NA       | \$0.00   | \$0.00   | NA      | \$0.00   | NA       | \$0.00   | NA       | \$0.00   |
| 4-wire VG Loop, per month, Zone 1 (Note 1)                                                               | TBD   | \$24.01  | \$24.26  | \$22.88  | \$20.92 | \$24.36  | \$22.38  | NA       | \$29.47  | \$15.92  |
| 4-wire VG Loop, per month, Zone 2 (Note 1)                                                               | TBD   | \$39.00  | \$35.51  | \$26.42  | \$39.14 | \$41.85  | \$29.67  | NA       | \$44.44  | \$20.79  |
| 4-wire VG Loop, per month, Zone 3 (Note 1)                                                               | TBD   | \$70.67  | \$78.35  | \$41.99  | \$67.56 | \$85.47  | \$42.40  | NA       | \$58.85  | \$27.18  |
| 4-wire VG Loop, per month, Zone 4 (Note 1)                                                               | TBD   | NA       | NA       | NA       | NA      | NA       | \$55.96  | NA       | NA       | NA       |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                               | 1L5XX | NA       | \$0.2035 | \$0.31   | NA      | \$0.78   | NA       | \$0.58   | NA       | \$0.35   |
| Interoffice Channel - Dedicated - DS1 - Facility Termination per month                                   | U1TF1 | NA       | \$93.31  | \$63.39  | NA      | \$93.40  | NA       | \$71.29  | NA       | \$75.83  |
| DS1 Channelized System per month                                                                         | MQ1   | NA       | \$154.74 | \$18.23  | NA      | \$126.66 | NA       | \$158.01 | NA       | \$165.21 |
| Per additional circuit in same DS1, Recurring - Zone 1                                                   | TBD   | 26.65    | NA       | \$24.93  | NA      | \$27.26  | \$22.38  | NA       | \$32.67  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 2                                                   | TBD   | 41.64    | NA       | \$28.37  | NA      | \$44.75  | \$29.67  | NA       | \$47.64  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 3                                                   | TBD   | 54.1     | NA       | \$43.52  | NA      | \$88.37  | \$42.40  | NA       | \$62.05  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 4                                                   | TBD   | NA       | NA       | NA       | NA      | NA       | \$55.96  | NA       | NA       | NA       |
| VG (COC) interface card per month                                                                        | 1D1DD | NA       | \$1.46   | \$2.67   | NA      | \$1.06   | NA       | \$1.28   | NA       | \$1.25   |
| <b>Non-Recurring Charges - New EEL (Note 2) (Note 3)</b>                                                 |       |          |          |          |         |          |          |          |          |          |
| NRC-DS1 interoffice Facility Termination - 1st                                                           | U1TF1 | NA       | \$370.81 | \$162.03 | NA      | \$160.49 | NA       | \$534.48 | NA       | \$165.53 |
| NRC-DS1 interoffice Facility Termination - Add'l                                                         | U1TF1 | NA       | \$247.73 | \$107.76 | NA      | \$123.03 | NA       | \$462.69 | NA       | \$124.84 |
| NRC-4-wire VG Local Loop - 1st                                                                           | UEAL2 | NA       | \$271.29 | \$290.91 | NA      | \$128.42 | NA       | \$96.50  | NA       | \$192.97 |
| NRC-4-wire VG Local Loop - Add'l                                                                         | UEAL2 | NA       | \$104.90 | \$235.93 | NA      | \$93.60  | NA       | \$27.80  | NA       | \$140.72 |
| NRC-DS1 Channelization System - 1st                                                                      | MQ1   | NA       | \$127.67 | \$131.09 | NA      | \$213.21 | NA       | \$262.56 | NA       | \$222.87 |
| NRC-DS1 Channelization System - Add'l                                                                    | MQ1   | NA       | \$29.75  | \$87.18  | NA      | \$133.31 | NA       | \$163.02 | NA       | \$135.80 |
| NRC-VG(COC) interface card - 1st                                                                         | 1D1VG | NA       | \$12.26  | \$12.15  | NA      | \$11.18  | NA       | \$12.39  | NA       | \$12.61  |
| NRC-VG(COC) interface card - Add'l                                                                       | 1D1VG | NA       | \$8.84   | \$8.78   | NA      | \$8.06   | NA       | \$8.93   | NA       | \$9.03   |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA       | \$3.20   | \$3.50   | NA      | \$3.50   | NA       | \$3.50   | NA       | \$3.50   |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA       | \$25.60  | NA       | NA      | NA       | NA       | NA       | NA       | \$19.99  |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA       | NA       | NA       | NA      | \$59.93  | NA       | \$25.51  | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA       | NA       | NA       | NA      | \$32.29  | NA       | \$8.37   | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA       | NA       | NA       | NA      | \$19.47  | NA       | NA       | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | NA       | NA      | \$8.06   | NA       | NA       | NA       | NA       |
| <b>DS1 Interoffice Channel and 2-wire ISDN Local Loop:</b>                                               |       |          |          |          |         |          |          |          |          |          |
| <b>Recurring Charges</b>                                                                                 |       |          |          |          |         |          |          |          |          |          |
| 2-wire ISDN Loop per month, statewide                                                                    | U1L2X | NA       | NA       | NA       | NA      | NA       | NA       | \$27.20  | NA       | NA       |
| 2-wire ISDN Loop per month, Zone 1 (Note 1)                                                              | TBD   | \$23.23  | \$32.34  | \$21.89  | \$23.66 | \$21.15  | \$21.86  | TBD      | \$26.68  | \$15.92  |
| 2-wire ISDN Loop per month, Zone 2 (Note 1)                                                              | TBD   | \$37.74  | \$47.35  | \$25.27  | \$44.28 | \$36.22  | \$28.97  | TBD      | \$40.24  | \$20.79  |
| 2-wire ISDN Loop per month, Zone 3 (Note 1)                                                              | TBD   | \$68.38  | \$104.47 | \$40.17  | \$76.42 | \$74.19  | \$41.40  | TBD      | \$53.29  | \$27.18  |
| 2-wire ISDN Loop per month, Zone 4 (Note 1)                                                              | NA    | NA       | NA       | NA       | NA      | NA       | \$54.64  | NA       | NA       | NA       |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                               | 1L5XX | NA       | \$0.2035 | \$0.31   | NA      | \$0.78   | NA       | \$0.58   | NA       | \$0.35   |

|                                                                                                          | USOC   | AL       | FL       | GA       | KY | LA       | MS       | NC       | SC       | TN       |
|----------------------------------------------------------------------------------------------------------|--------|----------|----------|----------|----|----------|----------|----------|----------|----------|
| Interface Channel - Dedicated - DS1 - Facility Termination per month                                     | U1TF1  | NA       | \$93.31  | \$63.39  | NA | \$93.40  | NA       | \$71.29  | NA       | \$75.83  |
| DS1 Channelized System per month                                                                         | MQ1    | NA       | \$154.74 | \$126.22 | NA | \$126.66 | NA       | \$158.01 | NA       | \$155.21 |
| 2-wire ISDN(BRITE COC) per month                                                                         | UC1CA  | NA       | \$3.86   | \$3.41   | NA | \$4.18   | NA       | \$3.76   | NA       | \$3.33   |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                  |        |          |          |          |    |          |          |          |          |          |
| NRC- DS1 interface Facility Termination - 1st                                                            | U1TF1  | NA       | \$370.81 | \$162.03 | NA | \$160.49 | NA       | \$217.17 | NA       | \$165.53 |
| NRC-DS1 interface Facility Termination - Add'l                                                           | U1TF1  | NA       | \$247.73 | \$107.76 | NA | \$223.03 | NA       | \$163.75 | NA       | \$124.84 |
| NRC- 2-wire ISDN Local Loop - 1st                                                                        | U1L2X  | NA       | \$271.29 | \$137.81 | NA | \$223.27 | NA       | \$276.96 | NA       | \$58.50  |
| NRC- 2-wire ISDN Local Loop - Add'l                                                                      | U1L2X  | NA       | \$104.90 | \$91.65  | NA | \$172.63 | NA       | \$234.99 | NA       | \$31.00  |
| NRC-DS1 Channelization System - 1st                                                                      | MQ1    | NA       | \$127.67 | \$131.09 | NA | \$213.21 | NA       | \$262.56 | NA       | \$222.87 |
| NRC-DS1 Channelization System - Add'l                                                                    | MQ1    | NA       | \$29.75  | \$87.18  | NA | \$133.31 | NA       | \$163.02 | NA       | \$135.80 |
| NRC-2-wire BRITE(COC)Interface card - 1st                                                                | ID1VG  | NA       | \$12.26  | \$12.15  | NA | \$12.29  | NA       | \$15.76  | NA       | \$12.61  |
| NRC-2-wire BRITE(COC)Interface card - Add'l                                                              | ID1VG  | NA       | \$8.84   | \$8.76   | NA | \$8.80   | NA       | \$11.28  | NA       | \$9.03   |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR         | SOMECH | NA       | \$3.20   | \$3.50   | NA | \$3.50   | NA       | \$3.50   | NA       | \$3.50   |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR             | SOMAN  | NA       | \$25.60  | NA       | NA | NA       | NA       | NA       | NA       | \$19.99  |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st                | SOMAN  | NA       | NA       | \$34.00  | NA | \$57.58  | NA       | \$38.07  | NA       | NA       |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l              | SOMAN  | NA       | NA       | \$27.79  | NA | \$36.31  | NA       | \$38.07  | NA       | NA       |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$20.10  | NA | \$16.12  | NA       | NA       | NA       | NA       |
| NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$11.98  | NA | \$8.06   | NA       | NA       | NA       | NA       |
| <b>DS1 Interface Channel and 4-wire 56 kbps Local Loop:</b>                                              |        |          |          |          |    |          |          |          |          |          |
| 56 kbps loop and DS1 ded interface transport with channelization                                         |        |          |          |          |    |          |          |          |          |          |
| Zone 1                                                                                                   | TBD    | \$207.66 | NA       | \$109.12 | NA | \$219.46 | \$238.58 | NA       | \$278.93 | NA       |
| Zone 2                                                                                                   | TBD    | \$224.73 | NA       | \$113.21 | NA | \$239.20 | \$246.91 | NA       | \$296.34 | NA       |
| Zone 3                                                                                                   | TBD    | \$280.78 | NA       | \$131.21 | NA | \$288.44 | \$261.48 | NA       | \$313.10 | NA       |
| Zone 4                                                                                                   | TBD    | NA       | NA       | NA       | NA | NA       | \$276.99 | NA       | NA       | NA       |
| <b>Recurring Charges</b>                                                                                 |        |          |          |          |    |          |          |          |          |          |
| 4-wire 56kbps Loop per month, statewide                                                                  | UDL56  | NA       | \$36.98  | \$30.72  | NA | \$35.58  | NA       | \$40.12  | NA       | NA       |
| 4-wire 56kbps Loop per mile, statewide                                                                   | 1L5ND  | NA       | \$0.00   | \$0.00   | NA | \$0.00   | NA       | \$0.00   | NA       | \$0.00   |
| 4-wire 56 kbps Loop, per month, Zone 1 (Note 1)                                                          | TBD    | \$27.33  | \$39.08  | \$26.44  | NA | \$27.50  | \$25.61  | NA       | \$34.26  | \$36.45  |
| 4-wire 56 kbps Loop, per month, Zone 2 (Note 1)                                                          | TBD    | \$44.40  | \$57.21  | \$30.53  | NA | \$47.24  | \$33.94  | NA       | \$51.67  | \$45.87  |
| 4-wire 56 kbps Loop, per month, Zone 3 (Note 1)                                                          | TBD    | \$80.45  | \$126.22 | \$48.53  | NA | \$64.48  | \$48.51  | NA       | \$68.43  | \$65.75  |
| 4-wire 56 kbps Loop, per month, Zone 4 (Note 1)                                                          | TBD    | NA       | NA       | NA       | NA | NA       | \$64.02  | NA       | NA       | NA       |
| Interface Channel - Dedicated - DS1 - per mile per month                                                 | 1L5XX  | NA       | \$0.2035 | \$0.31   | NA | \$0.78   | NA       | \$0.58   | NA       | \$0.35   |
| Interface Channel - Dedicated - DS1 - Facility Termination per month                                     | U1TF1  | NA       | \$93.31  | \$63.39  | NA | \$93.40  | NA       | \$71.29  | NA       | \$75.83  |
| DS1 Channelized System per month                                                                         | MQ1    | NA       | \$154.74 | \$126.22 | NA | \$126.66 | NA       | \$158.01 | NA       | \$165.21 |
| Per additional circuit in same DS1, Recurring - Zone 1                                                   | TBD    | \$29.97  | NA       | \$28.42  | NA | \$30.40  | \$28.48  | NA       | \$37.46  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 2                                                   | TBD    | \$47.04  | NA       | \$32.41  | NA | \$50.14  | \$36.81  | NA       | \$54.87  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 3                                                   | TBD    | \$73.31  | NA       | \$49.94  | NA | \$99.38  | \$51.38  | NA       | \$71.63  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 4                                                   | TBD    | NA       | NA       | NA       | NA | NA       | \$66.89  | NA       | NA       | NA       |
| 4-wire 56kbps card COC per month                                                                         | ID1DD  | NA       | \$2.22   | \$1.06   | NA | \$1.94   | NA       | \$2.03   | NA       | \$2.46   |
| <b>Non-Recurring Charges - New EEL (Note 2) (Note 3)</b>                                                 |        |          |          |          |    |          |          |          |          |          |
| NRC- DS1 interface Facility Termination - 1st                                                            | U1TF1  | NA       | \$370.81 | \$162.03 | NA | \$160.49 | NA       | \$217.17 | NA       | \$165.53 |
| NRC-DS1 interface Facility Termination - Add'l                                                           | U1TF1  | NA       | \$247.73 | \$107.76 | NA | \$123.03 | NA       | \$163.75 | NA       | \$124.84 |
| NRC-4-wire 56kbps Local Loop - 1st                                                                       | UDL56  | NA       | \$271.29 | \$458.86 | NA | \$333.28 | NA       | \$642.74 | NA       | \$643.00 |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 10

|                                                                                                              | USOC   | AL       | FL       | GA       | KY | LA       | MS       | NC       | SC       | TN       |
|--------------------------------------------------------------------------------------------------------------|--------|----------|----------|----------|----|----------|----------|----------|----------|----------|
| NRC-4-wire 56kbps Local Loop - Add'l                                                                         | UDL56  | NA       | \$104.90 | \$279.18 | NA | \$230.50 | NA       | \$421.02 | NA       | NA       |
| NRC-DS1 Channelization System - 1st                                                                          | MQ1    | NA       | \$127.67 | \$131.09 | NA | \$213.21 | NA       | \$262.56 | NA       | \$222.87 |
| NRC-DS1 Channelization System - Add'l                                                                        | MQ1    | NA       | \$29.75  | \$87.18  | NA | \$133.31 | NA       | \$163.02 | NA       | \$135.80 |
| NRC-4-wire 56kbps(COC)Interface card - 1st                                                                   | 1D1DD  | NA       | \$12.26  | \$12.15  | NA | \$11.18  | NA       | \$12.39  | NA       | \$12.61  |
| NRC-4-wire 56kbps(COC)Interface card - Add'l                                                                 | 1D1DD  | NA       | \$8.84   | \$8.76   | NA | \$8.06   | NA       | \$8.93   | NA       | \$9.03   |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR         | SOMECD | NA       | \$3.20   | \$3.50   | NA | \$3.50   | NA       | \$3.50   | NA       | \$3.50   |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR             | SOMAN  | NA       | \$25.60  | NA       | NA | NA       | NA       | NA       | NA       | \$19.99  |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st                | SOMAN  | NA       | NA       | \$34.00  | NA | \$59.93  | NA       | \$38.07  | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l              | SOMAN  | NA       | NA       | \$27.79  | NA | \$32.29  | NA       | \$38.07  | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$20.10  | NA | \$19.47  | NA       | NA       | NA       | NA       |
| NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$11.98  | NA | \$8.06   | NA       | NA       | NA       | NA       |
| <b>DS1 interoffice Channel and 4-wire 64 kbps Local Loop:</b>                                                |        |          |          |          |    |          |          |          |          |          |
| 4-wire analog voice grade loop and DS1 ded interoffice transport with channelization                         |        |          |          |          |    |          |          |          |          |          |
| Zone 1                                                                                                       | TBD    | \$204.34 | NA       | \$109.12 | NA | \$219.46 | \$238.58 | NA       | \$278.93 | NA       |
| Zone 2                                                                                                       | TBD    | \$219.33 | NA       | \$113.21 | NA | \$239.20 | \$246.91 | NA       | \$296.34 | NA       |
| Zone 3                                                                                                       | TBD    | \$251.00 | NA       | \$131.21 | NA | \$288.44 | \$261.48 | NA       | \$313.10 | NA       |
| Zone 4                                                                                                       | TBD    | NA       | NA       | NA       | NA | NA       | \$276.99 | NA       | NA       | NA       |
| <b>Recurring Charges</b>                                                                                     |        |          |          |          |    |          |          |          |          |          |
| 4-wire 64kbps Loop per month, statewide                                                                      | UDL64  | NA       | \$36.98  | \$30.72  | NA | \$35.58  | NA       | \$40.12  | NA       | \$42.23  |
| 4-wire 64kbps Loop per mile, statewide                                                                       | 1LSND  | NA       | \$0.00   | \$0.00   | NA | \$0.00   | NA       | \$0.00   | NA       | \$0.00   |
| 4-wire 64kbps Loop per month, Zone 1 (Note 1)                                                                | TBD    | \$27.33  | \$39.08  | \$26.44  | NA | \$27.50  | \$25.61  | NA       | \$34.26  | \$36.45  |
| 4-wire 64kbps Loop per month, Zone 2 (Note 1)                                                                | TBD    | \$44.40  | \$57.21  | \$30.53  | NA | \$47.24  | \$33.94  | NA       | \$51.67  | \$45.87  |
| 4-wire 64kbps Loop per month, Zone 3 (Note 1)                                                                | TBD    | \$80.45  | \$126.22 | \$48.53  | NA | \$96.48  | \$48.51  | NA       | \$68.43  | \$65.75  |
| 4-wire 64kbps Loop per month, Zone 4 (Note 1)                                                                | NA     | NA       | NA       | NA       | NA | NA       | NA       | NA       | NA       | NA       |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                                   | 1L5XX  | NA       | \$0.2035 | \$0.31   | NA | \$0.78   | NA       | \$0.58   | NA       | \$0.35   |
| Interoffice Channel - Dedicated - DS1 - Facility Termination per month                                       | U1TF1  | NA       | \$93.31  | \$63.39  | NA | \$93.40  | NA       | \$71.29  | NA       | \$75.83  |
| DS1 Channelized System per month                                                                             | MQ1    | NA       | \$154.74 | \$18.23  | NA | \$126.66 | NA       | \$158.01 | NA       | \$165.21 |
| Per additional circuit in same DS1, Recurring - Zone 1                                                       | TBD    | \$29.97  | NA       | \$28.42  | NA | \$30.40  | \$28.48  | NA       | \$37.46  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 2                                                       | TBD    | \$47.04  | NA       | \$32.41  | NA | \$50.14  | \$36.81  | NA       | \$54.87  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 3                                                       | TBD    | \$73.31  | NA       | \$49.94  | NA | \$99.38  | \$51.38  | NA       | \$71.63  | NA       |
| Per additional circuit in same DS1, Recurring - Zone 4                                                       | TBD    | NA       | NA       | NA       | NA | NA       | \$66.89  | NA       | NA       | NA       |
| 4-wire 64kbps card COCI per month                                                                            | 1D1DD  | NA       | \$1.06   | \$1.06   | NA | \$1.94   | NA       | \$2.03   | NA       | \$2.46   |
| <b>Non-Recurring Charges - New EEL (Note 2) (Note 3)</b>                                                     |        |          |          |          |    |          |          |          |          |          |
| NRC- DS1 interoffice - 1st                                                                                   | U1TF1  | NA       | \$370.81 | \$162.03 | NA | \$160.49 | NA       | \$217.17 | NA       | \$165.53 |
| NRC- DS1 interoffice - Add'l                                                                                 | U1TF1  | NA       | \$247.73 | \$107.76 | NA | \$123.03 | NA       | \$163.75 | NA       | \$124.84 |
| NRC-4-wire 64kbps Local Loop - 1st                                                                           | UDL64  | NA       | \$271.29 | \$458.86 | NA | \$333.28 | NA       | \$642.74 | NA       | \$192.97 |
| NRC-4-wire 64kbps Local Loop - Add'l                                                                         | UDL64  | NA       | \$104.90 | \$279.18 | NA | \$230.50 | NA       | \$421.02 | NA       | \$140.72 |
| NRC-DS1 Channelization System - 1st                                                                          | MQ1    | NA       | \$127.67 | \$131.09 | NA | \$213.21 | NA       | \$262.56 | NA       | \$222.87 |
| NRC-DS1 Channelization System - Add'l                                                                        | MQ1    | NA       | \$29.75  | \$87.18  | NA | \$133.31 | NA       | \$163.02 | NA       | \$135.80 |
| NRC-4-wire 64kbps(COC)Interface card - 1st                                                                   | 1D1DD  | NA       | \$12.26  | \$12.15  | NA | \$11.18  | NA       | \$12.39  | NA       | \$12.61  |
| NRC-4-wire 64kbps(COC)Interface card - Add'l                                                                 | 1D1DD  | NA       | \$8.84   | \$8.76   | NA | \$8.06   | NA       | \$8.93   | NA       | \$9.03   |
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR         | SOMECD | NA       | \$3.20   | \$3.50   | NA | \$3.50   | NA       | \$3.50   | NA       | \$3.50   |

|                                                                                                              | USOC  | AL | FL       | GA       | KY | LA         | MS | NC       | SC | TN       |
|--------------------------------------------------------------------------------------------------------------|-------|----|----------|----------|----|------------|----|----------|----|----------|
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA         | NA | NA       | NA | \$19.99  |
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA | NA       | \$34.00  | NA | \$59.93    | NA | \$38.07  | NA | NA       |
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA | NA       | \$27.79  | NA | \$32.29    | NA | \$38.07  | NA | NA       |
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | \$20.10  | NA | \$19.47    | NA | NA       | NA | NA       |
| NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA | NA       | \$11.98  | NA | \$8.06     | NA | NA       | NA | NA       |
| <b>DS1 Interoffice Channel and DS1 Interoffice Local Loop:</b>                                               |       |    |          |          |    |            |    |          |    |          |
| DS1 Loop per month, State wide                                                                               | USLXX | NA | \$96.46  | \$60.88  | NA | \$35.58    | NA | \$151.50 | NA | NA       |
| DS1 Loop per mile, statewide                                                                                 | 1L5ND | NA | \$0.00   | \$0.00   | NA | \$0.00     | NA | TBD      | NA | \$0.00   |
| DS1 Loop per month, Zone 1 (Note 1)                                                                          | TBD   | NA | TBD      | \$22.88  | NA | TBD        | NA | TBD      | NA | TBD      |
| DS1 Loop per month, Zone 2 (Note 1)                                                                          | TBD   | NA | TBD      | \$26.42  | NA | TBD        | NA | TBD      | NA | TBD      |
| DS1 Loop per month, Zone 3 (Note 1)                                                                          | TBD   | NA | TBD      | \$41.99  | NA | TBD        | NA | TBD      | NA | TBD      |
| DS1 Loop per month, Zone 4 (Note 1)                                                                          | NA    | NA | NA       | NA       | NA | NA         | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                                   | 1L5XX | NA | \$0.2035 | \$0.31   | NA | \$0.78     | NA | \$0.58   | NA | NA       |
| Interoffice Channel - Dedicated - DS1 - Facility Termination per month                                       | U1TF1 | NA | \$93.31  | \$63.39  | NA | \$93.40    | NA | \$71.29  | NA | NA       |
| <b>Non-Recurring Charges - New EEL (Note 2) (Note 3)</b>                                                     |       |    |          |          |    |            |    |          |    |          |
| NRC-DS1 interoffice - 1st                                                                                    | U1TF1 | NA | \$370.81 | \$258.46 | NA | \$160.49   | NA | \$217.17 | NA | NA       |
| NRC-DS1 interoffice - Add'l                                                                                  | U1TF1 | NA | \$247.73 | \$109.53 | NA | \$123.03   | NA | \$163.75 | NA | NA       |
| NRC-DS1 Local Loop - 1st                                                                                     | USLXX | NA | \$434.24 | \$520.02 | NA | \$502.73   | NA | \$568.96 | NA | NA       |
| NRC-DS1 Local Loop - Add'l                                                                                   | USLXX | NA | \$235.29 | \$220.36 | NA | \$293.92   | NA | \$335.56 | NA | NA       |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR                   | SOMEK | NA | \$3.20   | \$3.50   | NA | \$3.50     | NA | \$3.50   | NA | \$3.50   |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR                       | SOMAN | NA | \$25.60  | NA       | NA | NA         | NA | NA       | NA | \$19.99  |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st                          | SOMAN | NA | NA       | \$34.00  | NA | \$59.93    | NA | \$38.07  | NA | NA       |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l                        | SOMAN | NA | NA       | \$27.79  | NA | \$32.29    | NA | \$38.07  | NA | NA       |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st             | SOMAN | NA | NA       | \$20.10  | NA | \$19.47    | NA | NA       | NA | NA       |
| NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l           | SOMAN | NA | NA       | \$11.98  | NA | \$8.06     | NA | NA       | NA | NA       |
| <b>DS3 Interoffice Channel and DS3 Local Loop:</b>                                                           |       |    |          |          |    |            |    |          |    |          |
| DS3 Loop per Facility Termination per month                                                                  | UE3PX | NA | \$407.58 | \$390.34 | NA | \$573.23   | NA | \$413.09 | NA | \$607.28 |
| DS3 Loop per mile                                                                                            | 1L5ND | NA | \$11.97  | \$8.90   | NA | \$8.77     | NA | \$11.40  | NA | \$23.76  |
| Interoffice Channel - Dedicated - DS3 - Facility Termination per month                                       | 1L5XX | NA | \$1.130  | \$717.60 | NA | \$1,025.00 | NA | \$720.38 | NA | \$840.61 |
| Interoffice Channel - Dedicated - DS3 - per mile per month                                                   | U1TF3 | NA | \$4.25   | \$0.31   | NA | \$6.78     | NA | \$12.98  | NA | \$6.88   |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                      |       |    |          |          |    |            |    |          |    |          |
| NRC-DS3 interoffice - 1st                                                                                    | U1TF3 | NA | \$682.89 | \$674.50 | NA | \$589.06   | NA | \$794.94 | NA | \$877.70 |
| NRC-DS3 interoffice - Add'l                                                                                  | U1TF3 | NA | \$288.32 | \$437.35 | NA | \$418.42   | NA | \$579.55 | NA | \$540.32 |
| NRC-DS3 Local Loop - 1st                                                                                     | UE3PX | NA | \$502.08 | \$761.81 | NA | \$696.86   | NA | \$757.25 | NA | \$829.52 |
| NRC-DS3 Local Loop - Add'l                                                                                   | UE3PX | NA | \$307.56 | \$545.54 | NA | \$496.00   | NA | \$534.95 | NA | \$512.23 |
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR                   | SOMEK | NA | \$3.20   | \$3.50   | NA | \$3.50     | NA | \$3.50   | NA | \$3.50   |

**BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS**

Attachment 2  
Exhibit C  
Rates - Page 12

|                                                                                                           | USOC  | AL | FL       | GA       | KY | LA         | MS | NC       | SC | TN         |
|-----------------------------------------------------------------------------------------------------------|-------|----|----------|----------|----|------------|----|----------|----|------------|
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual<br>Svc Order, per LSR                 | SOMAN | NA | \$25.60  | NA       | NA | NA         | NA | NA       | NA | \$19.99    |
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual<br>Svc Order - 1st                    | SOMAN | NA | NA       | \$37.55  | NA | \$69.84    | NA | \$56.25  | NA | NA         |
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual<br>Svc Order - Add'l                  | SOMAN | NA | NA       | \$37.55  | NA | \$69.84    | NA | \$56.25  | NA | NA         |
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual<br>Svc Order - Disconnect - 1st       | SOMAN | NA | NA       | \$18.03  | NA | \$37.71    | NA | NA       | NA | NA         |
| NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual<br>Svc Order - Disconnect - Add'l     | SOMAN | NA | NA       | \$18.03  | NA | \$37.71    | NA | NA       | NA | NA         |
| <b>STS-1 Interoffice Channel and STS-1 Local Loop:</b>                                                    |       |    |          |          |    |            |    |          |    |            |
| STS-1 Loop per Facility Termination per month                                                             | UDLS1 | NA | \$449.40 | \$390.34 | NA | \$454.28   | NA | \$428.93 | NA | \$400.21   |
| STS-1 Loop per mile                                                                                       | 1L5ND | NA | \$11.97  | \$8.90   | NA | \$11.26    | NA | \$11.40  | NA | \$30.53    |
| Interoffice Channel - Dedicated - STS-1 - Facility Termination per month                                  | U1TS1 | NA | \$1,114  | \$783.63 | NA | \$1,000.00 | NA | \$800.94 | NA | \$838.65   |
| Interoffice Channel - Dedicated - STS-1 - per mile per month                                              | 1L5XX | NA | \$4.25   | \$2.75   | NA | \$6.78     | NA | \$6.29   | NA | \$6.88     |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                   |       |    |          |          |    |            |    |          |    |            |
| NRC-STS-1 interoffice - 1st                                                                               | U1TFS | NA | \$682.89 | \$633.41 | NA | \$589.06   | NA | \$624.86 | NA | \$1,012.52 |
| NRC-STS-1 interoffice - Add'l                                                                             | U1TFS | NA | \$288.32 | \$569.05 | NA | \$418.42   | NA | \$436.36 | NA | \$655.99   |
| NRC-STS-1 Local Loop - 1st                                                                                | U1TS1 | NA | \$502.08 | \$761.81 | NA | \$708.46   | NA | \$757.25 | NA | \$829.52   |
| NRC-STS-1 Local Loop - Add'l                                                                              | U1TS1 | NA | \$307.56 | \$545.54 | NA | \$507.34   | NA | \$534.95 | NA | \$512.23   |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination -<br>Electronic Svc Order, per LSR         | SOMEK | NA | \$3.20   | \$3.50   | NA | \$3.50     | NA | \$3.50   | NA | \$3.50     |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual<br>Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA         | NA | NA       | NA | \$19.99    |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual<br>Svc Order - 1st                | SOMAN | NA | NA       | \$37.55  | NA | \$69.84    | NA | \$55.00  | NA | NA         |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual<br>Svc Order - Add'l              | SOMAN | NA | NA       | \$37.55  | NA | \$69.84    | NA | \$55.00  | NA | NA         |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual<br>Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | \$18.03  | NA | \$37.71    | NA | NA       | NA | NA         |
| NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual<br>Svc Order - Disconnect - Add'l | SOMAN | NA | NA       | \$18.03  | NA | \$37.71    | NA | NA       | NA | NA         |
| <b>DS3 Interoffice Channel and DS1 Local Loop:</b>                                                        |       |    |          |          |    |            |    |          |    |            |
| DS1 Loop per month, State wide                                                                            | USLXX | NA | \$96.46  | \$60.88  | NA | \$35.58    | NA | \$151.50 | NA | NA         |
| DS1 Loop per mile, statewide                                                                              | 1L5ND | NA | \$0.00   | \$0.00   | NA | \$0.00     | NA | \$0.00   | NA | \$0.00     |
| DS1 Loop per month, Zone 1 (Note 1)                                                                       | TBD   | NA | TBD      | \$22.88  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 2 (Note 1)                                                                       | TBD   | NA | TBD      | \$26.42  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 3 (Note 1)                                                                       | TBD   | NA | TBD      | \$41.99  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 4 (Note 1)                                                                       | NA    | NA | NA       | NA       | NA | NA         | NA | NA       | NA | NA         |
| Interoffice Channel - Dedicated - DS3 - Facility Termination per month                                    | 1L5XX | NA | \$1,130  | \$717.60 | NA | \$1,025.00 | NA | \$720.38 | NA | \$840.61   |
| Interoffice Channel - Dedicated - DS3 - per mile per month                                                | U1TF3 | NA | \$4.25   | \$6.46   | NA | \$6.78     | NA | \$12.98  | NA | \$6.88     |
| DS3 Channelized System per month                                                                          | MQ3   | NA | \$222.61 | \$202.91 | NA | \$244.37   | NA | \$236.35 | NA | \$225.59   |
| DS3 Interface per month (DS1 COC)                                                                         | UC1D1 | NA | \$14.51  | \$0.67   | NA | \$15.49    | NA | \$16.29  | NA | \$3.91     |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                   |       |    |          |          |    |            |    |          |    |            |
| NRC- DS3 interoffice - 1st                                                                                | U1TF3 | NA | \$682.89 | \$458.74 | NA | \$589.06   | NA | \$794.94 | NA | \$877.70   |
| NRC- DS3 interoffice - Add'l                                                                              | U1TF3 | NA | \$280.32 | \$257.24 | NA | \$418.42   | NA | \$579.55 | NA | \$540.32   |
| NRC-DS1 Local Loop - 1st                                                                                  | USLXX | NA | \$434.24 | \$334.23 | NA | \$502.73   | NA | \$568.96 | NA | NA         |
| NRC-DS1 Local Loop - Add'l                                                                                | USLXX | NA | \$235.29 | \$187.42 | NA | \$293.92   | NA | \$335.56 | NA | NA         |
| NRC-DS3 Channelization System - 1st                                                                       | MQ3   | NA | \$240.04 | \$196.71 | NA | \$314.72   | NA | \$331.54 | NA | \$326.17   |



BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
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ENHANCED EXTENDED LINKS

Attachment 2  
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|                                                                                                      | USOC  | AL | FL       | GA       | KY | LA         | MS | NC       | SC | TN         |
|------------------------------------------------------------------------------------------------------|-------|----|----------|----------|----|------------|----|----------|----|------------|
| NRC-DS3 Channelization System - Add'l                                                                | MQ3   | NA | \$106.82 | \$110.30 | NA | \$224.70   | NA | \$241.81 | NA | \$236.25   |
| NRC-DS1(COC)Interface card - 1st                                                                     | UC1D1 | NA | \$12.26  | \$12.15  | NA | \$11.18    | NA | \$12.39  | NA | \$12.61    |
| NRC-DS1(COC)Interface card - Add'l                                                                   | UC1D1 | NA | \$8.84   | \$8.76   | NA | \$8.06     | NA | \$8.93   | NA | \$9.03     |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR           | SOMEC | NA | \$3.20   | \$3.50   | NA | \$3.50     | NA | \$3.50   | NA | \$3.50     |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR               | SOMAN | NA | \$25.60  | \$34.00  | NA | NA         | NA | NA       | NA | \$19.99    |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st                  | SOMAN | NA | NA       | \$27.79  | NA | \$36.28    | NA | \$91.26  | NA | NA         |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l                | SOMAN | NA | NA       | \$20.10  | NA | \$26.20    | NA | \$91.26  | NA | NA         |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st     | SOMAN | NA | NA       | \$11.98  | NA | \$19.47    | NA | NA       | NA | NA         |
| NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l   | SOMAN | NA | NA       | GA       | NA | \$8.06     | NA | NA       | NA | NA         |
| <b>STS-1 Interoffice Channel and DS1 Local Loop:</b>                                                 |       |    |          |          |    |            |    |          |    |            |
| DS1 Loop per month, State wide                                                                       | USLXX | NA | \$96.46  | \$60.88  | NA | \$72.86    | NA | \$151.50 | NA | NA         |
| DS1 Loop per mile, statewide                                                                         | 1L5ND | NA | \$0.00   | \$0.00   | NA | \$0.00     | NA | \$0.00   | NA | \$0.00     |
| DS1 Loop per month, Zone 1 (Note 1)                                                                  | TBD   | NA | TBD      | \$22.88  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 2 (Note 1)                                                                  | TBD   | NA | TBD      | \$26.42  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 3 (Note 1)                                                                  | TBD   | NA | TBD      | \$41.99  | NA | TBD        | NA | TBD      | NA | TBD        |
| DS1 Loop per month, Zone 4 (Note 1)                                                                  | NA    | NA | NA       | NA       | NA | NA         | NA | NA       | NA | NA         |
| Interoffice Channel - Dedicated - STS-1 - Facility Termination per month                             | U1TFS | NA | \$449.40 | \$966.49 | NA | \$1,000.00 | NA | \$428.93 | NA | \$840.61   |
| Interoffice Channel - Dedicated - STS-1 - per mile per month                                         | 1L5XX | NA | \$11.97  | \$10.25  | NA | \$6.78     | NA | \$11.40  | NA | \$6.88     |
| DS3 Channelized System per month                                                                     | MQ3   | NA | \$222.61 | \$202.91 | NA | \$244.37   | NA | \$236.35 | NA | \$225.59   |
| DS3 Interface per month (DS1 COCI)                                                                   | UC1D1 | NA | \$14.51  | \$0.67   | NA | \$15.49    | NA | \$16.29  | NA | \$3.91     |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                              |       |    |          |          |    |            |    |          |    |            |
| NRC-DS1 Local Loop - 1st                                                                             | USLXX | NA | \$434.24 | \$429.98 | NA | \$502.73   | NA | \$568.96 | NA | TBD        |
| NRC-DS1 Local Loop - Add'l                                                                           | USLXX | NA | \$235.29 | \$268.18 | NA | \$293.92   | NA | \$335.56 | NA | TBD        |
| NRC- STS-1 interoffice - 1st                                                                         | U1TFS | NA | \$682.89 | \$761.81 | NA | \$589.06   | NA | \$624.86 | NA | \$1,012.52 |
| NRC- STS-1 interoffice - Add'l                                                                       | U1TFS | NA | \$288.32 | \$545.54 | NA | \$418.42   | NA | \$436.36 | NA | \$655.99   |
| NRC-DS3 Channelization System - 1st                                                                  | MQ3   | NA | \$240.04 | \$251.45 | NA | \$314.72   | NA | \$331.54 | NA | \$326.17   |
| NRC-DS3 Channelization System - Add'l                                                                | MQ3   | NA | \$106.82 | \$485.61 | NA | \$224.70   | NA | \$241.81 | NA | \$236.25   |
| NRC-DS1(COC)Interface card - 1st                                                                     | UC1D1 | NA | \$12.26  | \$12.15  | NA | \$11.18    | NA | \$12.39  | NA | \$12.61    |
| NRC-DS1(COC)Interface card - Add'l                                                                   | UC1D1 | NA | \$8.84   | \$8.76   | NA | \$8.06     | NA | \$8.93   | NA | \$9.03     |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA | \$3.20   | \$3.50   | NA | \$3.50     | NA | \$3.50   | NA | \$3.50     |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA         | NA | NA       | NA | NA         |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA | NA       | \$56.49  | NA | \$53.06    | NA | \$55.00  | NA | NA         |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA | NA       | \$45.97  | NA | \$42.98    | NA | \$55.00  | NA | NA         |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | \$36.97  | NA | \$46.32    | NA | NA       | NA | NA         |
| NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA | NA       | \$26.45  | NA | \$24.83    | NA | NA       | NA | NA         |
| <b>2-wire VG Interoffice Channel and 2-wire Local Loop:</b>                                          |       |    |          |          |    |            |    |          |    |            |
| 2-wire VG Loop per month, statewide                                                                  | UEAL2 | NA | \$17.88  | \$17.89  | NA | \$22.84    | NA | NA       | NA | \$26.02    |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
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ENHANCED EXTENDED LINKS

Attachment 2  
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|                                                                                                                 | USOC  | AL | FL       | GA       | KY | LA       | MS | NC       | SC | TN       |
|-----------------------------------------------------------------------------------------------------------------|-------|----|----------|----------|----|----------|----|----------|----|----------|
| 2-wire VG Loop per mile, statewide                                                                              | 1LSND | NA | \$0.00   | \$0.00   | NA | \$0.00   | NA | \$0.00   | NA | \$0.00   |
| 2-wire VG Loop per month, Zone 1 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | NA       | NA | TBD      |
| 2-wire VG Loop per month, Zone 2 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | NA       | NA | TBD      |
| 2-wire VG Loop per month, Zone 3 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | NA       | NA | TBD      |
| 2-wire VG Loop per month, Zone 4 (Note 1)                                                                       | NA    | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month                                    | U1TV2 | NA | \$26.72  | \$17.07  | NA | \$19.10  | NA | \$18.01  | NA | \$18.33  |
| Interoffice Channel - Dedicated - 2-wire VG - per mile per month                                                | 1LSXX | NA | \$0.0100 | \$0.02   | NA | \$0.04   | NA | \$0.03   | NA | \$0.02   |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                         |       |    |          |          |    |          |    |          |    |          |
| NRC- 2-wire VG interoffice - 1st                                                                                | U1TV2 | NA | \$222.65 | \$79.61  | NA | \$104.23 | NA | \$137.48 | NA | \$83.35  |
| NRC- 2-wire VG interoffice - Add'l                                                                              | U1TV2 | NA | \$118.83 | \$36.08  | NA | \$39.91  | NA | \$52.58  | NA | \$20.88  |
| NRC- 2-wire VG Local Loop - 1st                                                                                 | UEAL2 | NA | \$271.29 | \$104.17 | NA | \$128.42 | NA | NA       | NA | \$192.97 |
| NRC- 2-wire VG Local Loop - Add'l                                                                               | UEAL2 | NA | \$104.90 | \$78.10  | NA | \$93.60  | NA | NA       | NA | \$140.72 |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA | \$3.20   | \$3.50   | NA | \$3.50   | NA | \$3.50   | NA | \$3.50   |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA       | NA | NA       | NA | \$19.99  |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA | NA       | \$37.88  | NA | \$36.28  | NA | \$38.07  | NA | NA       |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA | NA       | \$27.36  | NA | \$26.20  | NA | \$38.07  | NA | NA       |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | NA       | NA | \$19.47  | NA | NA       | NA | NA       |
| NRC- 2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA | NA       | NA       | NA | \$8.06   | NA | NA       | NA | NA       |
| <b>4-wire VG interoffice Channel and 4-wire Local Loop:</b>                                                     |       |    |          |          |    |          |    |          |    |          |
| 4-wire VG Loop per month, statewide                                                                             | UEAL4 | NA | \$31.02  | NA       | NA | NA       | NA | \$27.20  | NA | NA       |
| 4-wire VG Loop per mile, statewide                                                                              | 1LSND | NA | \$0.00   | \$0.00   | NA | \$0.00   | NA | NA       | NA | \$0.00   |
| 4-wire VG Loop per month, Zone 1 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire VG Loop per month, Zone 2 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire VG Loop per month, Zone 3 (Note 1)                                                                       | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire VG Loop per month, Zone 4 (Note 1)                                                                       | NA    | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month                                    | U1TV4 | NA | \$23.82  | NA       | NA | NA       | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - 4-wire VG - per mile per month                                                | 1LSXX | NA | \$0.0100 | NA       | NA | NA       | NA | NA       | NA | NA       |
| <b>Non-Recurring Charges - New EEL (Note 2)(Note 3)</b>                                                         |       |    |          |          |    |          |    |          |    |          |
| NRC- 4-wire VG interoffice - 1st                                                                                | U1TV4 | NA | \$222.65 | NA       | NA | NA       | NA | NA       | NA | NA       |
| NRC- 4-wire VG interoffice - Add'l                                                                              | U1TV4 | NA | \$118.83 | NA       | NA | NA       | NA | NA       | NA | NA       |
| NRC- 4-wire VG Local Loop - 1st                                                                                 | UEAL4 | NA | \$271.29 | NA       | NA | NA       | NA | \$86.50  | NA | NA       |
| NRC- 4-wire VG Local Loop - Add'l                                                                               | UEAL4 | NA | \$104.90 | NA       | NA | NA       | NA | \$27.80  | NA | NA       |
| NRC- 4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA | \$3.20   | NA       | NA | NA       | NA | \$3.50   | NA | NA       |
| NRC- 4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA       | NA | NA       | NA | NA       |
| NRC- 4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| NRC- 4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| NRC- 4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
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Attachment 2  
Exhibit C  
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|                                                                                                                          | USOC  | AL | FL       | GA       | KY | LA       | MS | NC       | SC | TN       |
|--------------------------------------------------------------------------------------------------------------------------|-------|----|----------|----------|----|----------|----|----------|----|----------|
| NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l           | SOMAN | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| 4-wire 56 kbps Interoffice Channel and 4-wire 56 kbps Local Loop:                                                        | USOC  | AL | FL       | GA       | KY | LA       | MS | NC       | SC | TN       |
| 4-wire 56 kbps Loop per month, statewide                                                                                 | UDL56 | NA | \$36.98  | \$29.92  | NA | \$35.58  | NA | \$40.12  | NA | \$42.23  |
| 4-wire 56 kbps Loop per mile, statewide                                                                                  | 1LSND | NA | \$0.00   | \$0.00   | NA | \$0.00   | NA | \$0.00   | NA | \$0.00   |
| 4-wire 56 kbps Loop per month, Zone 1 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 56 kbps Loop per month, Zone 2 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 56 kbps Loop per month, Zone 3 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 56 kbps Loop per month, Zone 4 (Note 1)                                                                           | NA    | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - 4-wire 56 kbps - Facility Termination per month                                        | U1TD6 | NA | \$23.82  | \$16.45  | NA | \$18.37  | NA | \$17.40  | NA | \$17.74  |
| Interoffice Channel - Dedicated - 4-wire 56 kbps - per mile per month                                                    | 1LSXX | NA | \$0.0100 | \$0.02   | NA | \$0.04   | NA | \$0.03   | NA | \$0.17   |
| Non-Recurring Charges - New EEL (Note 2)(Note 3)                                                                         |       |    |          |          |    |          |    |          |    |          |
| NRC-4-wire 56 kbps interoffice - 1st                                                                                     | U1TD6 | NA | \$222.65 | \$79.61  | NA | \$104.23 | NA | \$137.48 | NA | \$83.35  |
| NRC-4-wire 56 kbps interoffice - Add'l                                                                                   | U1TD6 | NA | \$118.63 | \$36.08  | NA | \$39.91  | NA | \$52.58  | NA | \$20.88  |
| NRC-4-wire 56 kbps Local Loop - 1st                                                                                      | UDL56 | NA | \$271.29 | \$348.55 | NA | \$421.27 | NA | \$642.74 | NA | \$643.00 |
| NRC-4-wire 56 kbps Local Loop - Add'l                                                                                    | UDL56 | NA | \$104.90 | \$241.20 | NA | \$274.74 | NA | \$421.02 | NA | \$421.28 |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA | \$3.20   | \$3.50   | NA | \$3.50   | NA | \$3.50   | NA | \$3.50   |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA       | NA | NA       | NA | \$19.99  |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA | NA       | \$37.88  | NA | \$36.28  | NA | \$38.07  | NA | NA       |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA | NA       | \$27.36  | NA | \$26.20  | NA | \$38.07  | NA | NA       |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA | NA       | NA       | NA | \$11.41  | NA | NA       | NA | NA       |
| NRC-4-wire 56 kbps interoffice channel and 4-wire 56 kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:                                                        | USOC  | AL | FL       | GA       | KY | LA       | MS | NC       | SC | TN       |
| 4-wire 64 kbps Loop per month, statewide                                                                                 | UDL64 | NA | \$36.98  | \$30.72  | NA | \$35.58  | NA | \$40.12  | NA | \$42.23  |
| 4-wire 64 kbps Loop per mile, statewide                                                                                  | 1LSND | NA | \$0.00   | \$0.00   | NA | \$0.00   | NA | \$0.00   | NA | \$0.00   |
| 4-wire 64 kbps Loop per month, Zone 1 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 64 kbps Loop per month, Zone 2 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 64 kbps Loop per month, Zone 3 (Note 1)                                                                           | TBD   | NA | TBD      | TBD      | NA | TBD      | NA | TBD      | NA | TBD      |
| 4-wire 64 kbps Loop per month, Zone 4 (Note 1)                                                                           | NA    | NA | NA       | NA       | NA | NA       | NA | NA       | NA | NA       |
| Interoffice Channel - Dedicated - 4-wire 64 kbps - Facility Termination per month                                        | U1TD6 | NA | \$19.46  | \$16.45  | NA | \$18.37  | NA | \$17.40  | NA | \$17.74  |
| Interoffice Channel - Dedicated - 4-wire 64 kbps - per mile per month                                                    | 1LSXX | NA | \$0.0100 | \$0.02   | NA | \$0.04   | NA | \$0.03   | NA | \$0.17   |
| Non-Recurring Charges - New EEL (Note 2)(Note 3)                                                                         |       |    |          |          |    |          |    |          |    |          |
| NRC-4-wire 64 kbps interoffice - 1st                                                                                     | U1TD6 | NA | \$222.65 | \$674.50 | NA | \$589.06 | NA | \$137.48 | NA | \$877.70 |
| NRC-4-wire 64 kbps interoffice - Add'l                                                                                   | U1TD6 | NA | \$118.63 | \$437.35 | NA | \$418.42 | NA | \$52.58  | NA | \$540.32 |
| NRC-4-wire 64 kbps Local Loop - 1st                                                                                      | UDL64 | NA | \$271.29 | \$761.81 | NA | \$696.86 | NA | \$642.74 | NA | \$629.52 |
| NRC-4-wire 64 kbps Local Loop - Add'l                                                                                    | UDL64 | NA | \$104.90 | \$545.54 | NA | \$496.00 | NA | \$421.02 | NA | \$512.23 |
| NRC-4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - Electronic Svc Order, per LSR         | SOMEC | NA | \$3.20   | \$3.50   | NA | \$3.50   | NA | \$3.50   | NA | \$3.50   |
| NRC-4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc Order, per LSR             | SOMAN | NA | \$25.60  | NA       | NA | NA       | NA | NA       | NA | \$19.99  |

|                                                                                                                        | USOC  | AL      | FL      | GA       | KY      | LA      | MS      | NC      | SC      | TN      |
|------------------------------------------------------------------------------------------------------------------------|-------|---------|---------|----------|---------|---------|---------|---------|---------|---------|
| NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st                | SOMAN | NA      | NA      | \$37.55  | NA      | \$69.84 | NA      | \$38.07 | NA      | NA      |
| NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l              | SOMAN | NA      | NA      | \$37.55  | NA      | \$69.84 | NA      | \$38.07 | NA      | NA      |
| NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st   | SOMAN | NA      | NA      | \$18.03  | NA      | \$37.71 | NA      | NA      | NA      | NA      |
| NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l | SOMAN | NA      | NA      | \$18.03  | NA      | \$37.71 | NA      | NA      | NA      | NA      |
| <b>Network Elements used in Dedicated Transport Combinations at UNE Rates (Note4)</b>                                  |       |         |         |          |         |         |         |         |         |         |
| <b>Local Channels:</b>                                                                                                 |       |         |         |          |         |         |         |         |         |         |
| <b>Local Channel - Dedicated - 2-Wire VG</b>                                                                           |       |         |         |          |         |         |         |         |         |         |
| Monthly Recurring per month                                                                                            | ULDV2 | \$14.61 | \$26.31 | \$18.28  | \$22.26 | \$14.94 | \$17.83 | \$14.83 | \$16.83 | \$19.02 |
| per mile per month                                                                                                     | 1LSNC | \$0.00  | \$0.00  | \$0.00   | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Zone 1                                                                                                                 | TBD   | NA      | NA      | \$11.91  | NA      | NA      | NA      | NA      | NA      | \$16.42 |
| Zone 2                                                                                                                 | TBD   | NA      | NA      | \$13.83  | NA      | NA      | NA      | NA      | NA      | \$20.66 |
| Zone 3                                                                                                                 | TBD   | NA      | NA      | \$21.98  | NA      | NA      | NA      | NA      | NA      | \$29.61 |
| Zone 4                                                                                                                 | TBD   | NA      | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| <b>NRC - Ordinarily Combined in GA:</b>                                                                                |       |         |         |          |         |         |         |         |         |         |
| NRC - 2-wire VG Local Channel - 1st                                                                                    | ULDV2 | NA      | NA      | \$307.54 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-wire VG Local Channel - Add'l                                                                                  | ULDV2 | NA      | NA      | \$73.78  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - Electronic Svc Order, per LSR                                                                                    | SOMEC | NA      | NA      | \$3.50   | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st                                                           | SOMAN | NA      | NA      | \$34.00  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l                                                         | SOMAN | NA      | NA      | \$21.58  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st                                              | SOMAN | NA      | NA      | \$22.48  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l                                            | SOMAN | NA      | NA      | \$8.17   | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                                          |       |         |         |          |         |         |         |         |         |         |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                                                   | UNCCC | \$54.03 | \$11.27 | \$58.43  | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                                                 | UNCCC | \$32.11 | \$11.27 | \$26.99  | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                                     | UNCCC | \$0.00  | \$13.03 | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l                                   | UNCCC | \$0.00  | \$13.03 | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| <b>Local Channel - Dedicated - 4-Wire VG</b>                                                                           |       |         |         |          |         |         |         |         |         |         |
| Monthly Recurring per month                                                                                            | ULDV4 | \$15.77 | \$27.48 | \$17.18  | \$23.38 | \$16.21 | \$19.03 | \$15.87 | \$18.05 | \$20.14 |
| per mile per month                                                                                                     | 1LSNC | \$0.00  | \$0.00  | \$0.00   | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Zone 1                                                                                                                 | TBD   | NA      | NA      | \$12.90  | NA      | NA      | NA      | NA      | NA      | \$17.38 |
| Zone 2                                                                                                                 | TBD   | NA      | NA      | \$14.90  | NA      | NA      | NA      | NA      | NA      | \$21.88 |
| Zone 3                                                                                                                 | TBD   | NA      | NA      | \$23.68  | NA      | NA      | NA      | NA      | NA      | \$31.36 |
| Zone 4                                                                                                                 | TBD   | NA      | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| <b>NRC - Ordinarily Combined in GA:</b>                                                                                |       |         |         |          |         |         |         |         |         |         |
| NRC-4-wire VG Local Channel - 1st                                                                                      | ULDV4 | NA      | NA      | \$307.54 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-4-wire VG Local Channel - Add'l                                                                                    | ULDV4 | NA      | NA      | \$73.78  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - Electronic Svc Order, per LSR                                                                                    | SOMEC | NA      | NA      | \$3.50   | NA      | NA      | NA      | NA      | NA      | NA      |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 17

|                                                                                           | USOC   | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|-------------------------------------------------------------------------------------------|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN  | NA       | NA       | \$34.00  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN  | NA       | NA       | \$21.58  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$22.48  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$8.17   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                      | UNCCC  | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                    | UNCCC  | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st        | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l      | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Channel - Dedicated - DS1                                                           |        |          |          |          |          |          |          |          |          |          |
| DS1 Monthly Recurring per month                                                           | ULDF1  | \$35.52  | \$42.98  | \$38.57  | \$43.80  | \$43.80  | \$38.91  | \$35.68  | \$37.20  | \$40.27  |
| per mile per month                                                                        | 1LSNC  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Zone 1                                                                                    | TBD    | NA       | NA       | \$33.02  | NA       | NA       | NA       | NA       | NA       | \$34.76  |
| Zone 2                                                                                    | TBD    | NA       | NA       | \$38.13  | NA       | NA       | NA       | NA       | NA       | \$43.75  |
| Zone 3                                                                                    | TBD    | NA       | NA       | \$60.60  | NA       | NA       | NA       | NA       | NA       | \$62.70  |
| Zone 4                                                                                    | TBD    | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Ordinarily Combined in GA:                                                          |        |          |          |          |          |          |          |          |          |          |
| NRC - DS1 Local Channel - 1st                                                             | ULDF1  | NA       | NA       | \$162.03 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Local Channel - Add'l                                                           | ULDF1  | NA       | NA       | \$107.76 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                       | SOMECC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st                      | SOMAN  | NA       | NA       | \$34.00  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l                    | SOMAN  | NA       | NA       | \$21.58  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st         | SOMAN  | NA       | NA       | \$22.48  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l       | SOMAN  | NA       | NA       | \$8.17   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                             |        |          |          |          |          |          |          |          |          |          |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st                              | UNCCC  | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                            | UNCCC  | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l              | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Channel - Dedicated - DS3                                                           |        |          |          |          |          |          |          |          |          |          |
| DS3 Local Channel - per mile per month                                                    | 1LSNC  | \$9.44   | \$9.32   | \$6.92   | \$34.00  | \$8.77   | NA       | NA       | \$12.08  | \$23.76  |
| DS3 Local Channel - Facility Termination per month                                        | ULDF3  | \$525.40 | \$560.39 | \$517.56 | \$610.64 | \$558.00 | \$531.39 | \$512.00 | \$481.14 | \$615.65 |
| NRC - Ordinarily Combined in GA:                                                          |        |          |          |          |          |          |          |          |          |          |
| NRC - DS3 Local Channel Facility Termination - 1st                                        | ULDF3  | NA       | NA       | \$761.81 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Facility Termination - Add'l                                    | ULDF3  | NA       | NA       | \$545.54 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                       | SOMECC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 18

|                                                                                       | USOC  | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|---------------------------------------------------------------------------------------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st                  | SOMAN | NA       | NA       | \$66.21  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l                | SOMAN | NA       | NA       | \$33.90  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st     | SOMAN | NA       | NA       | \$36.15  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l   | SOMAN | NA       | NA       | \$14.20  | NA       | NA       | NA       | NA       | NA       | NA       |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>                  |       |          |          |          |          |          |          |          |          |          |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st                          | UNCCC | \$54.03  | \$11.27  | \$71.04  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                        | UNCCC | \$32.11  | \$11.27  | \$39.60  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st            | UNCCC | \$0.00   | \$13.03  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l          | UNCCC | \$0.00   | \$13.03  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Local Channel - Dedicated - STS-1</b>                                              |       |          |          |          |          |          |          |          |          |          |
| STS-1 Local Channel - per mile per month                                              | 1LSNC | \$8.44   | \$9.32   | \$6.92   | \$30.04  | \$8.77   | \$38.98  | NA       | \$12.08  | \$25.11  |
| STS-1 Local Channel - Facility Termination per month                                  | ULDFS | \$525.40 | \$569.67 | \$517.56 | \$610.64 | \$558.00 | \$531.39 | \$512.00 | \$481.14 | \$615.65 |
| <b>NRC - Ordinarily Combined In GA:</b>                                               |       |          |          |          |          |          |          |          |          |          |
| NRC - STS-1 Local Channel Facility Termination - 1st                                  | ULDFS | NA       | NA       | \$761.81 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Channel - Facility Termination - Add'l                              | ULDFS | NA       | NA       | \$545.54 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                   | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>                  |       |          |          |          |          |          |          |          |          |          |
| NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st                        | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                      | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st          | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l        | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Local Channel - OC3</b>                                                            |       |          |          |          |          |          |          |          |          |          |
| Local Channel - OC3 - per Mile                                                        | TBA   | \$8.23   | \$7.83   | \$6.75   | \$33.15  | \$29.58  | \$41.27  | \$24.69  | \$11.78  | \$23.16  |
| Local Channel - OC3 - per Facility Termination                                        | TBA   | \$691.33 | \$940.35 | \$630.21 | \$713.29 | \$753.65 | \$689.68 | \$611.36 | \$701.71 | \$620.20 |
| <b>NRC - Ordinarily Combined In GA:</b>                                               |       |          |          |          |          |          |          |          |          |          |
| NRC - OC3 - Facility Termination - 1st                                                | TBA   | NA       | NA       | \$947.69 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Add'l                                              | TBA   | NA       | NA       | \$413.00 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Disconnect - 1st                                   | TBA   | NA       | NA       | \$122.31 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Disconnect - Add'l                                 | TBA   | NA       | NA       | \$119.14 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                   | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Charge--Manual Svc Order - 1st                                | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l                              | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st              | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 19

|                                                                                   | USOC  | AL       | FL       | GA         | KY       | LA       | MS       | NC       | SC       | TN       |
|-----------------------------------------------------------------------------------|-------|----------|----------|------------|----------|----------|----------|----------|----------|----------|
| NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l       | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>              |       |          |          |            |          |          |          |          |          |          |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st                     | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                   | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st      | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l    | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Local Channel - OC12</b>                                                       |       |          |          |            |          |          |          |          |          |          |
| Local Channel - OC12 - per Mile                                                   | TBA   | \$10.13  | \$11.18  | \$8.31     | \$40.80  | \$36.40  | \$50.79  | \$30.38  | \$14.50  | \$28.51  |
| Local Channel - OC12 - per Facility Termination                                   | TBA   | \$2,557  | \$2,753  | \$2,109.00 | \$2,457  | \$2,571  | \$2,371  | \$2,122  | \$2,663  | \$2,079  |
| <b>NRC - Ordinarly Combined In GA:</b>                                            |       |          |          |            |          |          |          |          |          |          |
| NRC - OC12 - Facility Termination - 1st                                           | TBA   | NA       | NA       | \$1,162.00 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Add'l                                         | TBA   | NA       | NA       | \$413.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Disconnect - 1st                              | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Disconnect - Add'l                            | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                               | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Charge - Manual Svc Order - 1st                          | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l                        | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| <b>NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st</b>   |       |          |          |            |          |          |          |          |          |          |
| NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l        | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>              |       |          |          |            |          |          |          |          |          |          |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st                    | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st     | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l   | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Local Channel - OC48</b>                                                       |       |          |          |            |          |          |          |          |          |          |
| Local Channel - OC48 - per Mile                                                   | TBA   | \$33.22  | \$36.67  | \$27.25    | \$133.84 | \$119.40 | \$166.59 | \$120.02 | \$47.57  | \$93.50  |
| Local Channel - OC48 - per Facility Termination                                   | TBA   | \$1,713  | \$1,944  | \$1,598.00 | \$2,129  | \$2,268  | \$1,753  | \$1,677  | \$1,733  | \$1,832  |
| Local Channel - OC12 interface on OC48 Facility                                   | TBA   | \$736.71 | \$586.28 | \$594.80   | \$725.77 | \$723.29 | \$667.00 | \$582.66 | \$773.40 | \$570.54 |
| <b>NRC - Ordinarly Combined In GA:</b>                                            |       |          |          |            |          |          |          |          |          |          |
| NRC - OC48 - Facility Termination - 1st                                           | TBA   | NA       | NA       | \$1,162.00 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Add'l                                         | TBA   | NA       | NA       | \$413.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - 1st                                         | TBA   | NA       | NA       | \$539.36   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Add'l                                       | TBA   | NA       | NA       | \$317.38   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Disconnect - 1st                              | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Disconnect - Add'l                            | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st                            | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l                          | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                               | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st   | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 20

|                                                                                     | USOC  | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|-------------------------------------------------------------------------------------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st              | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l            | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Incremental Charge--Manual Svc Order-1st                               | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Incremental Charge--Manual Svc Order-Add'l                             | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st      | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l    | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st                      | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l                    | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| High Capacity Loops:                                                                |       |          |          |          |          |          |          |          |          |          |
| Local Loop - Dedicated - DS3                                                        |       |          |          |          |          |          |          |          |          |          |
| DS3 Local Loop- per mile per month                                                  | 1L5ND | \$10.85  | \$11.97  | \$8.90   | \$43.69  | \$11.26  | \$11.40  | \$11.40  | \$15.53  | \$30.53  |
| DS3 Local Loop- per Facility Termination                                            | UE3PX | \$419.65 | \$449.40 | \$390.34 | \$436.95 | \$439.59 | \$413.09 | \$413.09 | \$421.60 | \$400.21 |
| NRC - Ordinarily Combined In GA:                                                    |       |          |          |          |          |          |          |          |          |          |
| NRC - DS3 Local Channel - Facility Termination - 1st                                | UE3PX | NA       | NA       | \$761.81 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Facility Termination - Add'l                              | UE3PX | NA       | NA       | \$545.54 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                 | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                       |       |          |          |          |          |          |          |          |          |          |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st                        | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                      | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st         | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l       | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Loop - Dedicated - STS-1                                                      |       |          |          |          |          |          |          |          |          |          |
| STS-1 Local Loop - per mile                                                         | 1L5ND | \$10.85  | \$11.97  | \$8.90   | \$43.69  | \$11.29  | \$54.39  | \$11.40  | \$15.53  | \$30.53  |
| STS-1 Local Loop- per Facility Termination                                          | UDLS1 | \$434.31 | \$449.40 | \$390.34 | \$436.95 | \$454.28 | \$427.81 | \$428.93 | \$431.32 | \$400.21 |
| NRC - Ordinarily Combined In GA:                                                    |       |          |          |          |          |          |          |          |          |          |
| NRC - STS-1 Local Loop - Facility Termination - 1st                                 | UDLS1 | NA       | NA       | \$761.81 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Loop - Facility Termination - Add'l                               | UDLS1 | NA       | NA       | \$545.54 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                 | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st                 | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l               | SOMAN | NA       | NA       | \$37.55  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st    | SOMAN | NA       | NA       | \$18.03  | NA       | NA       | NA       | NA       | NA       | NA       |



BELLSOUTH/Infermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 21

|                                                                                    | USOC  | AL       | FL       | GA         | KY       | LA       | MS       | NC       | SC       | TN       |
|------------------------------------------------------------------------------------|-------|----------|----------|------------|----------|----------|----------|----------|----------|----------|
| NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                      |       |          |          |            |          |          |          |          |          |          |
| NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st                    | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st      | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l    | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Loop - OC3                                                                   |       |          |          |            |          |          |          |          |          |          |
| Local Loop - OC3 - per Mile                                                        | TBA   | \$8.23   | \$9.08   | \$6.75     | \$33.15  | \$29.58  | \$41.27  | \$24.69  | \$11.78  | \$23.16  |
| Local Loop - OC3 - per Facility Termination                                        | TBA   | \$691.33 | \$651.40 | \$630.21   | \$713.29 | \$753.65 | \$689.68 | \$611.36 | \$701.71 | \$620.20 |
| NRC - Ordinarily Combined In GA:                                                   |       |          |          |            |          |          |          |          |          |          |
| NRC - OC3 - Facility Termination - 1st                                             | TBA   | NA       | NA       | \$947.69   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Add'l                                           | TBA   | NA       | NA       | \$413.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Disconnect - 1st                                | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Facility Termination - Disconnect - Add'l                              | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Charge--Manual Svc Order - 1st                             | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l                           | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st          | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l        | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                      |       |          |          |            |          |          |          |          |          |          |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st                      | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                    | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Loop - OC12                                                                  |       |          |          |            |          |          |          |          |          |          |
| Local Loop - OC12 - per Mile                                                       | TBA   | \$10.13  | \$11.18  | \$8.31     | \$40.80  | \$36.40  | \$50.79  | \$30.38  | \$14.50  | \$28.51  |
| Local Loop - OC12 - per Facility Termination                                       | TBA   | \$2,557  | \$2,068  | \$2,109.00 | \$2,457  | \$2,571  | \$2,371  | \$2,122  | \$2,663  | \$2,079  |
| NRC - Ordinarily Combined In GA:                                                   |       |          |          |            |          |          |          |          |          |          |
| NRC - OC12 - Facility Termination - 1st                                            | TBA   | NA       | NA       | \$1,162.00 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Add'l                                          | TBA   | NA       | NA       | \$413.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Disconnect - 1st                               | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Facility Termination - Disconnect - Add'l                             | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Charge - Manual Svc Order - 1st                           | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l                         | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Cost--Manual Svc. Order vs. Elect-Disconnect-1st          | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC12 - Incremental Cost--Manual Svc. Order vs. Elect-Disconnect-Add'l        | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                      |       |          |          |            |          |          |          |          |          |          |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st                     | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |

|                                                                                   | USOC  | AL       | FL       | GA         | KY       | LA       | MS       | NC       | SC       | TN       |
|-----------------------------------------------------------------------------------|-------|----------|----------|------------|----------|----------|----------|----------|----------|----------|
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Local Loop - OC48</b>                                                          |       |          |          |            |          |          |          |          |          |          |
| Local Loop - OC48 - per Mile                                                      | TBA   | \$33.22  | \$36.67  | \$27.25    | \$133.84 | \$119.40 | \$166.59 | \$120.02 | \$47.57  | \$93.50  |
| Local Loop - OC48 - per Facility Termination                                      | TBA   | \$17.13  | \$1,699  | \$1,598.00 | \$2,129  | \$2,268  | \$1,753  | \$1,677  | \$1,733  | \$1,832  |
| Local Loop - OC12 interface on OC48 Facility                                      | TBA   | \$736.71 | \$592.09 | \$594.80   | \$725.77 | \$723.29 | \$667.00 | \$582.66 | \$773.40 | \$570.54 |
| <b>NRC - Ordinarily Combined In GA:</b>                                           |       |          |          |            |          |          |          |          |          |          |
| NRC - OC48 - Facility Termination - 1st                                           | TBA   | NA       | NA       | \$1,162.00 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Add'l                                         | TBA   | NA       | NA       | \$413.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - 1st                                         | TBA   | NA       | NA       | \$539.36   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Add'l                                       | TBA   | NA       | NA       | \$317.38   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Disconnect - 1st                              | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination - Disconnect - Add'l                            | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st                            | TBA   | NA       | NA       | \$122.31   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l                          | TBA   | NA       | NA       | \$119.14   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                               | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st   | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st            | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l          | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l          | SOMAN | NA       | NA       | \$37.55    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Incremental Charge-Manual Svc Order-1st                              | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Incremental Charge-Manual Svc Order-Add'l                            | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-1st     | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-Add'l   | SOMAN | NA       | NA       | \$18.03    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                     |       |          |          |            |          |          |          |          |          |          |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st                    | UNCCC | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| <b>Interface Channels:</b>                                                        |       |          |          |            |          |          |          |          |          |          |
| <b>Interface Channel - Dedicated - 2-wire VG</b>                                  |       |          |          |            |          |          |          |          |          |          |
| Interface Channel - Dedicated 2-wire VG - per mile per month                      | 1L5XX | \$0.03   | \$0.0100 | \$0.02     | \$0.03   | \$0.04   | \$0.03   | \$0.03   | \$0.04   | \$0.02   |
| Interface Channel - Dedicated 2-wire VG - Facility Termination per month          | U1TV2 | \$18.49  | \$26.72  | \$17.07    | \$27.66  | \$19.10  | \$21.33  | \$18.01  | \$21.42  | \$18.33  |
| <b>NRC - Ordinarily Combined In GA:</b>                                           |       |          |          |            |          |          |          |          |          |          |
| NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st                  | U1TV2 | NA       | NA       | \$79.61    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l                | U1TV2 | NA       | NA       | \$36.08    | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                               | SOMEC | NA       | NA       | \$3.50     | NA       | NA       | NA       | NA       | NA       | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 23

|                                                                                                | USOC  | AL      | FL       | GA      | KY      | LA      | MS      | NC      | SC      | TN      |
|------------------------------------------------------------------------------------------------|-------|---------|----------|---------|---------|---------|---------|---------|---------|---------|
| NRC - 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - 1st                | SOMAN | NA      | NA       | \$18.94 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Add'l              | SOMAN | NA      | NA       | \$18.94 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st   | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                  |       |         |          |         |         |         |         |         |         |         |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                           | UNCCC | \$54.03 | \$11.27  | \$58.43 | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                         | UNCCC | \$32.11 | \$11.27  | \$26.99 | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st             | UNCCC | \$0.00  | \$13.03  | \$12.61 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l           | UNCCC | \$0.00  | \$13.03  | \$12.61 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Interoffice Channel - Dedicated - 4-wire VG                                                    |       |         |          |         |         |         |         |         |         |         |
| Interoffice Channel - Dedicated 4-wire VG - per mile per month                                 | 1L5XX | NA      | \$0.0100 | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month                     | U1TV4 | NA      | \$23.82  | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - Ordinarily Combined in GA:                                                               |       |         |          |         |         |         |         |         |         |         |
| NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st                               | U1TV4 | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l                             | U1TV4 | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - Electronic Svc Order, per LSR                                                            | SOMEC | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - 1st                | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Add'l              | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st   | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l | SOMAN | NA      | NA       | NA      | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                  |       |         |          |         |         |         |         |         |         |         |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                           | UNCCC | \$54.03 | \$11.27  | \$58.43 | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                         | UNCCC | \$32.11 | \$11.27  | \$26.99 | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st             | UNCCC | \$0.00  | \$13.03  | \$12.61 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l           | UNCCC | \$0.00  | \$13.03  | \$12.61 | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Interoffice Channel - Dedicated - DS0 - 56kbps                                                 |       |         |          |         |         |         |         |         |         |         |
| Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month                            | 1L5XX | \$0.03  | \$0.0100 | \$0.02  | \$0.03  | \$0.04  | \$0.03  | \$0.03  | \$0.04  | \$0.17  |
| Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month               | U1TD5 | \$17.81 | \$19.46  | \$16.45 | \$26.95 | \$18.37 | \$20.64 | \$17.40 | \$20.71 | \$17.74 |
| NRC - Ordinarily Combined in GA:                                                               |       |         |          |         |         |         |         |         |         |         |
| NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st                           | U1TD5 | NA      | NA       | \$79.61 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l                        | U1TD5 | NA      | NA       | \$36.08 | NA      | NA      | NA      | NA      | NA      | NA      |

|                                                                                                      | USOC  | AL      | FL       | GA       | KY      | LA      | MS      | NC      | SC      | TN      |
|------------------------------------------------------------------------------------------------------|-------|---------|----------|----------|---------|---------|---------|---------|---------|---------|
| NRC - Electronic Svc Order, per LSR                                                                  | SOMEC | NA      | NA       | \$3.50   | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA      | NA       | \$18.94  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA      | NA       | \$18.94  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA      | NA       | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA      | NA       | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                        |       |         |          |          |         |         |         |         |         |         |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                                 | UNCCC | \$54.03 | \$11.27  | \$58.43  | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                               | UNCCC | \$32.11 | \$11.27  | \$26.99  | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                   | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l                 | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Interoffice Channel - Dedicated - DS0 - 64kbps                                                       | USOC  | AL      | FL       | GA       | KY      | LA      | MS      | NC      | SC      | TN      |
| Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month                                  | 1LSXX | \$0.03  | \$0.0100 | \$0.02   | \$0.03  | \$0.04  | \$0.03  | \$0.03  | \$0.04  | \$0.17  |
| Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month                     | U1TD6 | \$17.81 | \$19.46  | \$16.45  | \$26.95 | \$18.37 | \$20.64 | \$17.40 | \$20.71 | \$17.74 |
| NRC - Ordinarily Combined in GA:                                                                     |       |         |          |          |         |         |         |         |         |         |
| NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st                                 | U1TD6 | NA      | NA       | \$79.61  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l                              | U1TD6 | NA      | NA       | \$36.08  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - Electronic Svc Order, per LSR                                                                  | SOMEC | NA      | NA       | \$3.50   | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA      | NA       | \$18.94  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA      | NA       | \$18.94  | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA      | NA       | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA      | NA       | NA       | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                        |       |         |          |          |         |         |         |         |         |         |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st                                 | UNCCC | \$54.03 | \$11.27  | \$58.43  | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l                               | UNCCC | \$32.11 | \$11.27  | \$26.99  | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                   | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l                 | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Interoffice Channel - Dedicated - DS1                                                                |       |         |          |          |         |         |         |         |         |         |
| Interoffice Channel - Dedicated - DS1 - per mile per month                                           | 1LSXX | \$0.69  | \$0.2035 | \$0.31   | \$0.45  | \$0.78  | \$0.66  | \$0.58  | \$0.76  | \$0.35  |
| Interoffice Channel - Dedicated - DS1 - Facility Termination per month                               | U1TF1 | \$79.69 | \$93.31  | \$63.39  | \$55.05 | \$93.40 | \$74.40 | \$71.29 | \$94.98 | \$75.83 |
| NRC - Ordinarily Combined in GA:                                                                     |       |         |          |          |         |         |         |         |         |         |
| NRC - DS1 Interoffice Channel - Facility Termination - 1st                                           | U1TF1 | NA      | NA       | \$162.03 | NA      | NA      | NA      | NA      | NA      | NA      |
| NRC - DS1 Interoffice Channel - Facility Termination - Add'l                                         | U1TF1 | NA      | NA       | \$107.76 | NA      | NA      | NA      | NA      | NA      | NA      |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 25

|                                                                                           | USOC   | AL       | FL       | GA       | KY         | LA         | MS       | NC       | SC       | TN       |
|-------------------------------------------------------------------------------------------|--------|----------|----------|----------|------------|------------|----------|----------|----------|----------|
| NRC - Electronic Svc Order, per LSR                                                       | SOMECC | NA       | NA       | \$3.50   | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN  | NA       | NA       | \$23.98  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN  | NA       | NA       | \$17.77  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$15.13  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$7.02   | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                             |        |          |          |          |            |            |          |          |          |          |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st                              | UNCCC  | \$54.03  | \$11.27  | \$58.43  | \$54.09    | \$54.23    | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                            | UNCCC  | \$32.11  | \$11.27  | \$26.99  | \$32.16    | \$32.24    | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l              | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Interoffice Channel - Dedicated - DS3 - per mile per month                                |        |          |          |          |            |            |          |          |          |          |
| Interoffice Channel - Dedicated - DS3 - per mile per month                                | 1L5XX  | \$4.98   | \$4.25   | \$6.46   | \$12.06    | \$16.15    | \$13.48  | \$12.98  | \$19.14  | \$6.88   |
| Interoffice Channel - Dedicated - DS3 - Facility Termination per month                    | U1TF3  | \$898.15 | \$1,130  | \$717.60 | \$1,112.02 | \$1,131.09 | \$686.84 | \$720.38 | \$904.49 | \$840.61 |
| NRC - Ordinarily Combined In GA:                                                          |        |          |          |          |            |            |          |          |          |          |
| NRC - DS3 Interoffice Channel - Facility Termination - 1st                                | U1TF3  | NA       | NA       | \$579.26 | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS3 Interoffice Channel - Facility Termination - Add'l                              | U1TF3  | NA       | NA       | \$312.99 | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                       | SOMECC | NA       | NA       | \$3.50   | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st                | SOMAN  | NA       | NA       | \$51.27  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l              | SOMAN  | NA       | NA       | \$38.87  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$30.42  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$18.76  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                             |        |          |          |          |            |            |          |          |          |          |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st                              | UNCCC  | \$54.03  | \$11.27  | \$58.43  | \$54.09    | \$54.23    | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                            | UNCCC  | \$32.11  | \$11.27  | \$26.99  | \$32.16    | \$32.24    | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l              | UNCCC  | \$0.00   | \$13.03  | \$12.61  | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Interoffice Channel - Dedicated - STS-1                                                   |        |          |          |          |            |            |          |          |          |          |
| Interoffice Channel - Dedicated - STS-1 - per mile per month                              | 1L5XX  | \$4.98   | \$9.32   | \$2.72   | \$12.06    | \$6.78     | \$15.02  | \$12.98  | \$8.13   | \$6.88   |
| Interoffice Channel - Dedicated - STS-1 - Facility Termination per month                  | U1TF3  | \$898.15 | \$569.67 | \$788.00 | \$1,112.02 | \$1,025.00 | \$744.38 | \$720.38 | \$967.70 | \$840.61 |
| NRC - Ordinarily Combined In GA:                                                          |        |          |          |          |            |            |          |          |          |          |
| NRC - STS-1 Interoffice Channel - Facility Termination - 1st                              | U1TF3  | NA       | NA       | \$633.41 | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - STS-1 Interoffice Channel - Facility Termination - Add'l                            | U1TF3  | NA       | NA       | \$569.05 | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                       | SOMECC | NA       | NA       | \$3.50   | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st              | SOMAN  | NA       | NA       | \$37.55  | NA         | NA         | NA       | NA       | NA       | NA       |
| NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l            | SOMAN  | NA       | NA       | \$37.55  | NA         | NA         | NA       | NA       | NA       | NA       |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 26

|                                                                                            | USOC   | AL       | FL       | GA         | KY       | LA          | MS         | NC       | SC       | TN         |
|--------------------------------------------------------------------------------------------|--------|----------|----------|------------|----------|-------------|------------|----------|----------|------------|
| NRC - STS-1 Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st   | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - STS-1 Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>                       |        |          |          |            |          |             |            |          |          |            |
| NRC-STG-1 COMBINATION - "Switch As Is" Conversion Charge - 1st                             | UNCCC  | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23     | \$54.09    | \$54.00  | \$54.26  | \$54.13    |
| NRC-STG-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                           | UNCCC  | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24     | \$32.16    | \$32.10  | \$32.25  | \$32.17    |
| NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st              | UNCCC  | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00      | \$0.00     | \$0.00   | \$0.00   | \$0.00     |
| NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l            | UNCCC  | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00      | \$0.00     | \$0.00   | \$0.00   | \$0.00     |
| <b>Interoffice Channel - OC3</b>                                                           |        |          |          |            |          |             |            |          |          |            |
| Interoffice Channel - OC3 - per Mile                                                       | TBA    | \$4.98   | \$8.38   | \$4.37     | \$28.56  | \$23.89     | \$18.35    | \$24.69  | \$9.75   | \$13.45    |
| Interoffice Channel - OC3 - per Facility Termination                                       | TBA    | \$898.15 | \$3,043  | \$2,187.00 | \$1,493  | \$2,990.00  | \$1,892.00 | \$611.36 | \$2,802  | \$2,124.00 |
| <b>NRC - Ordinarily Combined In GA:</b>                                                    |        |          |          |            |          |             |            |          |          |            |
| NRC - OC3 - Facility Termination - 1st                                                     | TBA    | NA       | NA       | \$947.69   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Facility Termination - Add'l                                                   | TBA    | NA       | NA       | \$413.00   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Facility Termination - Disconnect - 1st                                        | TBA    | NA       | NA       | \$122.31   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Facility Termination - Disconnect - Add'l                                      | TBA    | NA       | NA       | \$119.14   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - Electronic Svc Order, per LSR                                                        | SOMECC | NA       | NA       | \$3.50     | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Incremental Charge-Manual Svc Order - 1st                                      | SOMAN  | NA       | NA       | \$37.55    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Incremental Charge-Manual Svc Order - Add'l                                    | SOMAN  | NA       | NA       | \$37.55    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st                  | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l                | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>                       |        |          |          |            |          |             |            |          |          |            |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st                              | UNCCC  | \$54.03  | \$11.27  | \$58.43    | \$54.09  | \$54.23     | \$54.09    | \$54.00  | \$54.26  | \$54.13    |
| NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                            | UNCCC  | \$32.11  | \$11.27  | \$26.99    | \$32.16  | \$32.24     | \$32.16    | \$32.10  | \$32.25  | \$32.17    |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st               | UNCCC  | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00      | \$0.00     | \$0.00   | \$0.00   | \$0.00     |
| NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l             | UNCCC  | \$0.00   | \$13.03  | \$12.61    | \$0.00   | \$0.00      | \$0.00     | \$0.00   | \$0.00   | \$0.00     |
| <b>Interoffice Channel - OC12</b>                                                          |        |          |          |            |          |             |            |          |          |            |
| Interoffice Channel - OC12 - per Mile                                                      | TBA    | \$19.26  | \$26.91  | \$15.05    | \$84.88  | \$74.44     | \$60.42    | \$30.38  | \$32.52  | \$49.80    |
| Interoffice Channel - OC12 - per Facility Termination                                      | TBA    | \$9,763  | \$11,685 | \$8,202.00 | \$12,344 | \$11,517.00 | \$7,182.00 | \$2,122  | \$11,132 | \$8,015.00 |
| <b>NRC - Ordinarily Combined In GA:</b>                                                    |        |          |          |            |          |             |            |          |          |            |
| NRC - OC12 - Facility Termination - 1st                                                    | TBA    | NA       | NA       | \$1,034.00 | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Facility Termination - Add'l                                                  | TBA    | NA       | NA       | \$317.38   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Facility Termination - Disconnect - 1st                                       | TBA    | NA       | NA       | \$122.31   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Facility Termination - Disconnect - Add'l                                     | TBA    | NA       | NA       | \$119.14   | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - Electronic Svc Order, per LSR                                                        | SOMECC | NA       | NA       | \$3.50     | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Incremental Charge - Manual Svc Order - 1st                                   | SOMAN  | NA       | NA       | \$37.55    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l                                 | SOMAN  | NA       | NA       | \$37.55    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st                   | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l                 | SOMAN  | NA       | NA       | \$18.03    | NA       | NA          | NA         | NA       | NA       | NA         |
| <b>NRC-All Existing Combination "Switch As Is" Conversion Charge</b>                       |        |          |          |            |          |             |            |          |          |            |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 27

|                                                                                   | USOC  | AL       | FL       | GA          | KY          | LA          | MS          | NC       | SC       | TN          |
|-----------------------------------------------------------------------------------|-------|----------|----------|-------------|-------------|-------------|-------------|----------|----------|-------------|
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st                    | UNCCC | \$54.03  | \$11.27  | \$58.43     | \$54.09     | \$54.23     | \$54.09     | \$54.00  | \$54.26  | \$54.13     |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99     | \$32.16     | \$32.24     | \$32.16     | \$32.10  | \$32.25  | \$32.17     |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61     | \$0.00      | \$0.00      | \$0.00      | \$0.00   | \$0.00   | \$0.00      |
| NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61     | \$0.00      | \$0.00      | \$0.00      | \$0.00   | \$0.00   | \$0.00      |
| <b>Interoffice Channel - OC48</b>                                                 |       |          |          |             |             |             |             |          |          |             |
| Interoffice Channel - OC48 - per Mile                                             | TBA   | \$30.65  | \$34.66  | \$25.70     | \$138.02    | \$128.59    | \$102.43    | \$120.02 | \$45.92  | \$106.55    |
| Interoffice Channel - OC48 - per Facility Termination                             | TBA   | \$11,691 | \$12,554 | \$11,134.00 | \$16,017.00 | \$14,950.00 | \$11,480.00 | \$1,677  | \$967.58 | \$11,632.00 |
| Interoffice Channel - OC12 Interface on OC48 Facility                             | TBA   | \$1,424  | \$1,208  | \$1,137.00  | \$1,497.00  | \$1,451.00  | \$1,351.00  | \$582.66 | \$1,561  | \$1,170.00  |
| <b>NRC - Ordinarily Combined In GA:</b>                                           |       |          |          |             |             |             |             |          |          |             |
| NRC - OC48 - Facility Termination - 1st                                           | TBA   | NA       | NA       | \$1,034.00  | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Facility Termination - Add'l                                         | TBA   | NA       | NA       | \$317.38    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - 1st                                         | TBA   | NA       | NA       | \$539.36    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - Add'l                                       | TBA   | NA       | NA       | \$317.38    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Facility Termination - Disconnect - 1st                              | TBA   | NA       | NA       | \$122.31    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Facility Termination - Disconnect - Add'l                            | TBA   | NA       | NA       | \$119.14    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st                            | TBA   | NA       | NA       | \$122.31    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l                          | TBA   | NA       | NA       | \$37.55     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - Electronic Svc Order, per LSR                                               | SOME  | NA       | NA       | \$3.50      | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st   | SOMAN | NA       | NA       | \$37.55     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l | SOMAN | NA       | NA       | \$37.55     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st            | SOMAN | NA       | NA       | \$37.55     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l          | SOMAN | NA       | NA       | \$37.55     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l          | SOMAN | NA       | NA       | \$18.03     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Incremental Charge-Manual Svc Order-1st                              | SOMAN | NA       | NA       | \$18.03     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Incremental Charge-Manual Svc Order-Add'l                            | SOMAN | NA       | NA       | \$18.03     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-1st     | SOMAN | NA       | NA       | \$18.03     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc Order-Add'l   | SOMAN | NA       | NA       | \$18.03     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st                    | UNCCC | \$54.03  | \$11.27  | \$58.43     | \$54.09     | \$54.23     | \$54.09     | \$54.00  | \$54.26  | \$54.13     |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l                  | UNCCC | \$32.11  | \$11.27  | \$26.99     | \$32.16     | \$32.24     | \$32.16     | \$32.10  | \$32.25  | \$32.17     |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st       | UNCCC | \$0.00   | \$13.03  | \$12.61     | \$0.00      | \$0.00      | \$0.00      | \$0.00   | \$0.00   | \$0.00      |
| NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l     | UNCCC | \$0.00   | \$13.03  | \$12.61     | \$0.00      | \$0.00      | \$0.00      | \$0.00   | \$0.00   | \$0.00      |
| <b>Channelization:</b>                                                            |       |          |          |             |             |             |             |          |          |             |
| DS3 Channelization                                                                |       |          |          |             |             |             |             |          |          |             |
| DS3 Channelized System per month                                                  | MO3   | \$225.36 | \$222.61 | \$202.91    | \$236.32    | \$244.37    | \$229.30    | \$236.35 | \$200.01 | \$225.59    |
| DS3 Interface per month (DS1 COCI)                                                | UC1D1 | \$17.22  | \$14.51  | \$0.67      | \$9.52      | \$15.49     | \$5.58      | \$16.29  | \$11.99  | \$3.91      |
| <b>NRC - Ordinarily Combined In GA:</b>                                           |       |          |          |             |             |             |             |          |          |             |
| NRC - DS3 Channelization - 1st                                                    | MO3   | NA       | NA       | \$248.39    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - DS3 Channelization - Add'l                                                  | MO3   | NA       | NA       | \$134.21    | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - Channel Activation - 1st                                                    | UC1D1 | NA       | NA       | \$12.15     | NA          | NA          | NA          | NA       | NA       | NA          |
| NRC - Channel Activation - Add'l                                                  | UC1D1 | NA       | NA       | \$8.76      | NA          | NA          | NA          | NA       | NA       | NA          |



|                                                                                      | USOC  | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|--------------------------------------------------------------------------------------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| NRC - Electronic Svc Order, per LSR                                                  | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA       | NA       | \$14.91  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA       | NA       | \$6.63   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA       | NA       | \$10.88  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | \$0.00   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                        |       |          |          |          |          |          |          |          |          |          |
| NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st                       | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                     | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st         | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l       | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| OR                                                                                   |       |          |          |          |          |          |          |          |          |          |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st                         | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l                       | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st           | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l         | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| DS1 Channelization                                                                   |       |          |          |          |          |          |          |          |          |          |
| DS1 Channelized System per month                                                     | MQ1   | \$136.82 | \$154.74 | \$18.23  | \$200.01 | \$126.66 | \$146.87 | \$158.01 | \$147.51 | \$165.21 |
| OCU-DP(data) interface card per month (2.4-64kbs)                                    | 1D1DD | \$1.66   | \$2.22   | \$1.06   | \$2.94   | \$1.94   | \$2.86   | \$2.03   | \$2.34   | \$2.46   |
| VG interface card per month                                                          | 1D1VG | \$0.86   | \$1.46   | \$2.67   | \$1.40   | \$1.06   | \$1.45   | \$1.28   | \$1.47   | \$1.25   |
| 2-wire ISDN(BRITE card) per month                                                    | UC1CA | \$3.41   | \$3.86   | \$3.41   | \$4.04   | \$4.18   | \$3.88   | \$3.76   | \$4.21   | \$3.33   |
| NRC - Ordinarily Combined In GA:                                                     |       |          |          |          |          |          |          |          |          |          |
| NRC - DS1 Channelization - 1st                                                       | MQ1   | NA       | NA       | \$131.09 | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Channelization - Add'l                                                     | MQ1   | NA       | NA       | \$87.18  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation VG - 1st                                                    | 1D1VG | NA       | NA       | \$12.15  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation VG - Add'l                                                  | 1D1VG | NA       | NA       | \$8.76   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation OCU-DP- 1st                                                 | 1D1DD | NA       | NA       | \$12.15  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation OCU-DP- Add'l                                               | 1D1DD | NA       | NA       | \$8.76   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation BRITE - 1st                                                 | UCICA | NA       | NA       | \$12.15  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Channel Activation BRITE - Add'l                                               | UCICA | NA       | NA       | \$8.76   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - Electronic Svc Order, per LSR                                                  | SOMEC | NA       | NA       | \$3.50   | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st                | SOMAN | NA       | NA       | \$34.00  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l              | SOMAN | NA       | NA       | \$27.79  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st   | SOMAN | NA       | NA       | \$20.10  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l | SOMAN | NA       | NA       | \$11.98  | NA       | NA       | NA       | NA       | NA       | NA       |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                        |       |          |          |          |          |          |          |          |          |          |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st                         | UNCCC | \$54.03  | \$11.27  | \$58.43  | \$54.09  | \$54.23  | \$54.09  | \$54.00  | \$54.26  | \$54.13  |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                       | UNCCC | \$32.11  | \$11.27  | \$26.99  | \$32.16  | \$32.24  | \$32.16  | \$32.10  | \$32.25  | \$32.17  |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st           | UNCCC | \$0.00   | \$13.03  | \$12.61  | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |



BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

|                                                                                                                                | USOC  | AL      | FL       | GA       | KY      | LA      | MS      | NC      | SC      | TN      |
|--------------------------------------------------------------------------------------------------------------------------------|-------|---------|----------|----------|---------|---------|---------|---------|---------|---------|
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l                                                   | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Access to DCS - Customer Reconfiguration (FlexServ)                                                                            |       |         |          |          |         |         |         |         |         |         |
| DS1 DSC Termination with DS0 Switching                                                                                         | TBD   | TBD     | \$28.72  | \$22.86  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| DS1 DSC Termination with DS1 Switching                                                                                         | TBD   | TBD     | \$12.23  | \$8.64   | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| DS3 DSC Termination with DS1 Switching                                                                                         | TBD   | TBD     | \$154.31 | \$151.85 | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC - Ordinarily Combined In GA:                                                                                               |       |         |          |          |         |         |         |         |         |         |
| NRC - Customer Configuration Establishment                                                                                     | TBD   | TBD     | \$2.97   | \$2.91   | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC - Customer Configuration Establishment - Disconnect                                                                        | TBD   | TBD     | \$3.44   | \$3.36   | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with DS0 Switching - 1st                                                                              | TBD   | TBD     | \$51.50  | \$32.07  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with DS0 Switching - Add'l                                                                            | TBD   | TBD     | \$39.64  | \$31.49  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st                                                                 | TBD   | TBD     | \$31.06  | \$20.16  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l                                                               | TBD   | TBD     | \$24.98  | \$20.16  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st                                                                         | TBD   | TBD     | \$37.23  | \$18.07  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l                                                                       | TBD   | TBD     | \$25.36  | \$17.49  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st                                                            | TBD   | TBD     | \$22.81  | \$12.10  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l                                                          | TBD   | TBD     | \$16.73  | \$12.10  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS3 DSC Termination with NRC- DS1 Switching - 1st                                                                         | TBD   | TBD     | \$51.50  | \$32.07  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS3 DSC Termination with NRC- DS1 Switching - Add'l                                                                       | TBD   | TBD     | \$39.64  | \$31.49  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - 1st                                                            | TBD   | TBD     | \$31.06  | \$20.16  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l                                                          | TBD   | TBD     | \$24.98  | \$20.16  | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     |
| NRC-All Existing Combination "Switch As Is" Conversion Charge                                                                  |       |         |          |          |         |         |         |         |         |         |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st                                                                   | UNCCC | \$54.03 | \$11.27  | \$58.43  | \$54.09 | \$54.23 | \$54.09 | \$54.00 | \$54.26 | \$54.13 |
| NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l                                                                 | UNCCC | \$32.11 | \$11.27  | \$26.99  | \$32.16 | \$32.24 | \$32.16 | \$32.10 | \$32.25 | \$32.17 |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st                                                     | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l                                                   | UNCCC | \$0.00  | \$13.03  | \$12.61  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Notes :                                                                                                                        |       |         |          |          |         |         |         |         |         |         |
| 1 Deaveraged Rates will be effective May 1, 2000                                                                               |       |         |          |          |         |         |         |         |         |         |
| 2 New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region: |       |         |          |          |         |         |         |         |         |         |
| Florida - Miami, Orlando, Ft. Lauderdale                                                                                       |       |         |          |          |         |         |         |         |         |         |
| Louisiana - New Orleans                                                                                                        |       |         |          |          |         |         |         |         |         |         |
| N. Carolina - Greensboro, Charlotte                                                                                            |       |         |          |          |         |         |         |         |         |         |
| Tennessee - Nashville                                                                                                          |       |         |          |          |         |         |         |         |         |         |
| 3 Unapproved rates are subject to true up.                                                                                     |       |         |          |          |         |         |         |         |         |         |
| 4 Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.     |       |         |          |          |         |         |         |         |         |         |
| • Examples:                                                                                                                    |       |         |          |          |         |         |         |         |         |         |
| - 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel                            |       |         |          |          |         |         |         |         |         |         |

BELLSOUTH/Intermedia RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES  
ENHANCED EXTENDED LINKS

Attachment 2  
Exhibit C  
Rates - Page 30

|                                                                                                | USOC | AL | FL | GA | KY | LA | MS | NC | SC | TN |
|------------------------------------------------------------------------------------------------|------|----|----|----|----|----|----|----|----|----|
| - DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel          |      |    |    |    |    |    |    |    |    |    |
| - DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card |      |    |    |    |    |    |    |    |    |    |
| The "Switch As Is" NRC applies to existing network combinations.                               |      |    |    |    |    |    |    |    |    |    |
| The Ordinarily Combined In GA NRC applies to new combinations within the State of Georgia.     |      |    |    |    |    |    |    |    |    |    |
|                                                                                                |      |    |    |    |    |    |    |    |    |    |