

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

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REC'D TN
REGULATORY AUTH.
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OFFICE OF THE
EXECUTIVE SECRETARY
April 12, 2001

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

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

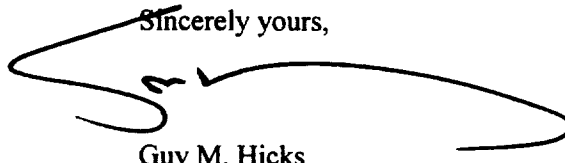
Re: *Approval of the Combination Agreement and Amendment Thereto Negotiated by BellSouth Telecommunications, Inc. and NewSouth Communication, Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~98-00465~~ **01-00338**

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth Communication, Corp. 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 and Amendment Thereto.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Amy Garner, NewSouth Communication, Corp.
Legal Counsel, NewSouth Communication, Corp.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. ~~98-00465~~ 01-00338

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

COME NOW, NewSouth Communications, Corp. ("NewSouth") 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, NewSouth and BellSouth state the following:

1. NewSouth 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 June 30, 2000. Until such time as the Parties execute a new interconnection agreement, BellSouth and NewSouth shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreement.

2. The Georgia Public Service 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 the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order ("UNE Remand Order").

3. The Parties desire to implement the UNE Order and the FCC UNE Remand Order on an interim basis until such time as a Subsequent Agreement is executed by the parties. The

parties have negotiated a Combination Agreement and an Amendment to the Combination Agreement which includes rates for 4-Wire DS1 Digital Loops and includes Attachment 3, a Disaster Recovery Plan. A copy of the Combination Agreement and the Amendment is attached hereto and incorporated herein by reference.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth 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 NewSouth 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. NewSouth and BellSouth aver that the Agreement is consistent with the standards for approval.

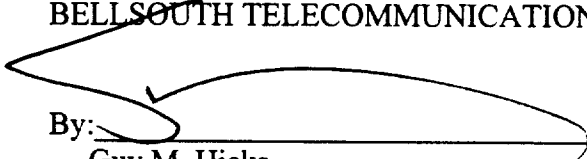
7. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 2nd day of April, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

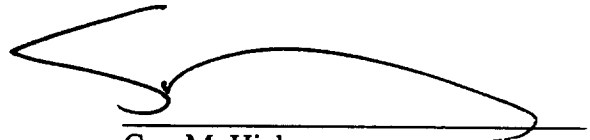
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 2nd day of April, 2001.

Amy Gardner
NewSouth Communications, Corp.
NewSouth Center
Two N. Main Street
Greenville, SC 29601

Legal Counsel
NewSouth Communication, Corp.
NewSouth Center
Two N. Main Street
Greenville, SC 29601



Guy M. Hicks

Amendment to
Combination Agreement between
BellSouth Telecommunications, Inc. and
NewSouth Communications, Corp.
effective as of August 30, 2000

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and NewSouth Communications, Corp. ("NewSouth") (hereinafter referred to collectively as the "Parties") hereby agree to amend that certain Combination Agreement (the "Agreement") between BellSouth and NewSouth effective as of August 30, 2000.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and NewSouth hereby covenant and agree as follows:

1. Attachment 1, Exhibit A of the Agreement is hereby amended to include the following rates for 4-Wire DS1 Digital Loops:

4-Wire DS1 Digital Loop	USOC	TN
RC - Zone 1, per month	USLXX	\$57.73
RC - Zone 2, per month	USLXX	\$75.40
RC - Zone 3, per month	USLXX	\$98.59
RC - Zone 4, per month	USLXX	NA
NRC - 1 st	USLXX	\$313.08
NRC - Add'l	USLXX	\$219.72
NRC - Disconnect Charge - 1st	USLXX	\$96.86
NRC - Disconnect Charge - Add'l	USLXX	\$40.45

2. The Agreement is hereby amended to include Attachment 3, Disaster Recovery, as set forth in Exhibit A of this Amendment.
3. All of the other provisions of the Agreement, effective as of August 30, 2000 shall remain in full force and effect.
4. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Pat C. Fitch

Name: Patricia C. Fitch

Title: MANAGING DIRECTOR

Date: 1/29/01

NewSouth Communications, Corp.

By: Jake E. Jennings

Name: Jake E. Jennings

Title: Vice President Regulatory Affairs

Date: January 8, 2001

**Attachment 3
BellSouth Disaster Recovery Plan**

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

***2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING***

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster

that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

COMBINATION AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and NewSouth Communications, Corp., ("NewSouth") a Delaware corporation, and shall be deemed effective as of August 30, 2000. This Agreement may refer to either BellSouth or NewSouth 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, NewSouth is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act; and

WHEREAS, BellSouth and NewSouth have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement ("Subsequent Agreement") to replace the existing Interconnection Agreement between the Parties dated July 1, 1999, which expired on, June 30, 2000 ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute a Subsequent Agreement, BellSouth and NewSouth shall continue to operate under the rates, terms and conditions of the Expired Agreement; and

WHEREAS, the Georgia Public Service 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, the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order ("UNE Remand Order"); and

WHEREAS, BellSouth and NewSouth desire to implement the UNE Order and the FCC UNE Remand Order on an interim basis until such time as a Subsequent Agreement is executed by the Parties;

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

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable NewSouth to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that NewSouth will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

2. Term of the Agreement

- 2.1 The term of this Agreement shall commence on the date executed by both Parties and shall remain in effect for (1) one year from the date of execution hereof, or (2) the date of execution by the Parties of a Subsequent Agreement, whichever occurs first. This Agreement shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Upon execution of a Subsequent Agreement, this Agreement shall be deemed null and void and shall be superceded by such Subsequent Agreement.

3. Ordering Procedures

- 3.1 NewSouth shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.
- 3.3 NewSouth shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When NewSouth purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to NewSouth shall be at least equal in quality to that which BellSouth provides to

itself. The quality of the interconnection between the networks of BellSouth and the network of NewSouth shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by NewSouth.

5. White Pages Listings

BellSouth shall provide NewSouth and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. NewSouth shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NewSouth residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between NewSouth and BellSouth subscribers.
- 5.2 Rates. BellSouth and NewSouth will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting NewSouth Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
 - 5.3.1 Notwithstanding any provision(s) to the contrary, NewSouth agrees to provide to BellSouth, and BellSouth agrees to accept, NewSouth's Subscriber Listing Information (SLI) relating to NewSouth's customers in the geographic area(s) covered by this Interconnection Agreement. NewSouth authorizes BellSouth to release all such NewSouth SLI provided to BellSouth by NewSouth 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.
 - 5.3.2 No compensation shall be paid to NewSouth for BellSouth's receipt of NewSouth 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

NewSouth's SLI, or costs on an ongoing basis to administer the release of NewSouth SLI, NewSouth shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by NewSouth under this Agreement. NewSouth 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 NewSouth listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to NewSouth any complaints received by BellSouth relating to the accuracy or quality of NewSouth listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. NewSouth will be required to provide to BellSouth the names, addresses and telephone numbers of all NewSouth customers that wish to be omitted from directories.
- 5.5 Inclusion of NewSouth Customers in Directory Assistance Database. BellSouth will include and maintain NewSouth subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NewSouth shall provide such Directory Assistance listings at no recurring charge. BellSouth and NewSouth will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord NewSouth's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to NewSouth's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to NewSouth subscribers at no charge or as specified in a separate BAPCO agreement.

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

If NewSouth is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of NewSouth, provide to NewSouth access to its network elements at any technically feasible point for the provision of NewSouth's telecommunications service where such access is necessary and failure to provide access would impair the ability of NewSouth to provide services that it seeks to offer. Any request by NewSouth for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 2 of this Agreement.

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

- 7.1 To the extent technically feasible, BellSouth maintains call detail records for NewSouth end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for NewSouth end users for the same length of time it maintains such information for its own end users.
- 7.2 NewSouth 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 NewSouth end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.3 Where BellSouth is providing to NewSouth telecommunications services for resale or providing to NewSouth the local switching function, then NewSouth agrees that in those cases where NewSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NewSouth end users, if NewSouth does not have the requested information, NewSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.4 In all other instances, NewSouth will provide NewSouth end user and/or other customer information that is available to NewSouth in response to subpoenas and court orders for their own customer records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NewSouth end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to NewSouth.

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 NewSouth revenues.

8.2 NewSouth Liability. In the event that NewSouth 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 NewSouth under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor NewSouth 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 NewSouth 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 Except in cases of gross negligence, willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 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. NewSouth 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 8 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. Proprietary and Confidential Information

- 10.1 **Proprietary and Confidential Information:** It may be necessary for BellSouth and NewSouth, each as the “Discloser,” to provide to the other party, as “Recipient,” certain proprietary and confidential information(including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the Discloser’s “Information”). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice . Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 10.2 **Use and Protection of Information.** Recipient shall use the Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. “Authorized Representatives” are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient’s and its Affiliates’ consultants, contractors, counsel and agents. “ Affiliates” means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.
- 10.3 **Ownership, Copying & Return of Information.** Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser’s request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to

Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

- 10.4 **Exceptions.** Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 10.5 **Equitable Relief.** Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 **Survival of Confidentiality Obligations.** The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

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, and such consent shall not be unreasonably withheld. 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 or 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. **Network Maintenance and Management**

- 15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 15.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

- 15.4 BellSouth agrees to provide NewSouth prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to NewSouth under the terms of this Agreement.
16. **Modification of Agreement**
- 16.1 BellSouth shall make available, pursuant to 47 USC § 252 (i), and the FCC and Commission rules and regulations and Court Orders regarding such availability, to NewSouth any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 (i).
- 16.2 If NewSouth 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 NewSouth to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.3 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.
- 16.4 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).
- 16.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of NewSouth or BellSouth to perform any material terms of this Agreement, NewSouth 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.
- 16.6 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.

17. 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.

18. 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.

19. 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.

20. Notices

20.1 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
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

NewSouth Communication, Corp.

Amy Gardner
NewSouth Center
Two N. Main Street
Greenville, SC 29601

and

Legal Counsel
NewSouth Center
Two N. Main Street
Greenville, SC 29601

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

- 20.2 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.

- 20.3 BellSouth shall provide NewSouth notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

21. Rule of Construction

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

22. 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.

23. 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.

24. Implementation of Agreement

If NewSouth is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

25. Filing of Agreement

Provided that NewSouth is certified as a CLEC in all applicable states, 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, NewSouth shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by NewSouth.

26. Changes In Subscriber Carrier Selection

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

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

27. Additional Fair Competition Requirements

- 27.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.
- 27.2 BellSouth shall allow local exchange customers of NewSouth to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for NewSouth local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby NewSouth shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. NewSouth agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.
- 27.3 BellSouth shall not use information derived from providing services or facilities to NewSouth to create a lead or other information base for a "winback" sales program.

28. Operational Support Systems (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which NewSouth may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway
RoboTAG	

or such other mechanical systems BellSouth may support for LSRs

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99

USOC	SOMECH	SOMAN
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Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

28.1 Denial/Restoral OSS Charge

In the event NewSouth provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

28.2 Cancellation OSS Charge

NewSouth will incur an OSS charge for an accepted LSR that is later canceled by NewSouth.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

28.3 Threshold Billing Plan (Resale and Number Portability only)

The Parties agree that NewSouth will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

28.4 Network Elements and Other Services Manual Additives

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements

and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Attachment 2 of this agreement.

29. **Entire Agreement**

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

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

BellSouth Telecommunications, Inc.


Signature

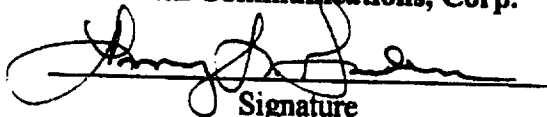
Jerry D. Hendrix
Name

Sr. Director – Interconnection Services

Title

9/20/00
Date

NewSouth Communications, Corp.


Signature

Amy L. Gardner
Name

Sr. VP Network Planning & Provisioning

Title

SEPT. 8, 2000
Date

Definitions

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

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

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

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

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

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

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

Intermediary function is defined as the delivery of traffic from NewSouth; a CLEC other than NewSouth or another telecommunications carrier through the network of BellSouth or NewSouth to an end user of NewSouth; a CLEC other than NewSouth or another telecommunications carrier.

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

Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined in Attachment 3.

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

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

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

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

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

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

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

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

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

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

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

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

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

1. **Combinations**
 - 1.1 For purposes of this Section, references to "Already 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 **EELs**
 - 1.2.1 Where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 1.3 below.
 - 1.2.2 Subject to Section 1.2.3 below, BellSouth will provide access to the 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 to NewSouth's POP serving wire center. The circuit must be connected to NewSouth's switch for the purpose of provisioning telecommunications services, including telephone exchange service, to NewSouth's end-user customers. Except as provided for in paragraph 22 of the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"), the EEL will be connected to NewSouth's facilities in NewSouth's collocation space at the POP SWC. NewSouth may purchase BellSouth's access facilities between NewSouth's POP and NewSouth's collocation space at the POP SWC.
 - 1.2.3 BellSouth shall provide EEL combinations to NewSouth in the state of Georgia regardless of whether or not such EELs are Already Combined. In all other states, BellSouth shall make available to NewSouth those EEL combinations described in Section 1.3 below only to the extent such combinations are Already Combined.
 - 1.2.4 BellSouth will make available EEL combinations to NewSouth in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Already Combined.
 - 1.2.5 Additionally, BellSouth shall make available to NewSouth a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent NewSouth will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The combination of an unbundled loop and tariffed special access interoffice facilities and any associated tariffed services, including but

not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 1.5 below. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

1.3 EEL Combinations

- 1.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 1.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 1.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 1.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 1.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 1.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 1.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 1.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 1.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 1.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 1.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 1.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 1.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 1.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

1.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to NewSouth, in accordance with Section 1.6 below: (1) combinations of network elements other than EELs that are Already Combined; and (2) combinations of network elements other than EELs that are not Already Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to NewSouth, in accordance with Section 1.6 below, combinations of network elements other than EELs only to the extent such combinations are Already Combined.

- 1.5 Special Access Service Conversions
- 1.5.1 NewSouth may not convert special access services to combinations of loop and transport network elements, whether or not NewSouth self-provides its entrance facilities (or obtains entrance facilities from a third party), unless NewSouth uses the combination to provide a "significant amount of local exchange service" (as described in Section 1.5.2 below), in addition to exchange access service, to a particular customer.
- 1.5.2 For the purpose of special access conversions, a "significant amount of local exchange service" is as defined in the FCC's June 2, 2000 Order. The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When NewSouth requests conversion of special access circuits, NewSouth will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where NewSouth is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order. In such case, NewSouth may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon NewSouth's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 1.5.3 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth's receipt of a valid, error free service order from NewSouth. Requests for conversions of fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when NewSouth requests a conversion. The Access Service Request process will be used for conversion requests.
- 1.5.4 BellSouth may, at its sole expense, and upon thirty (30) days notice to NewSouth, audit NewSouth's records not more than once in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that NewSouth is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process set forth

in this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from NewSouth.

1.6 Rates

1.6.1 Georgia

1.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 1.3, whether Already Combined or new, are as set forth in this Attachment.

1.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 1.3, where the elements are not Already 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.

1.6.1.3 To the extent that NewSouth seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, NewSouth, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

1.6.2 All Other States

1.6.2.1 Subject to Section 1.2.3 and 1.4 preceding, all other states, the rates for (1) Already Combined EEL combinations set forth in Section 1.3, and (2) other combinations of network elements that are Already Combined in the network will be the sum of the recurring rates for the individual network elements plus a nonrecurring charge as specified in Exhibit A hereto.

1.6.2.2 Rates for new EEL combinations in Density Zone 1 in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs shall be as set forth in Exhibit A hereto; provided, however, that to the extent a rate is not established in Exhibit A, the rate shall be the sum of the recurring and nonrecurring charges for the individual network elements as set forth in Exhibit A to this Attachment, unless otherwise established by the Commission.

1.7 Port/Loop Combinations

1.7.1 At NewSouth's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.7.4 below, that are

Already Combined in BellSouth's network except as specified in Sections 1.7.1.1 and 1.7.1.2 below, consistent with the requirements of 47 C.F.R. 315(b) and all applicable FCC and Commission rules and policies.

- 1.7.1.1 BellSouth shall not provide access to combinations of unbundled port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 1.7.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not provide unbundled 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 NewSouth if NewSouth's customer has 4 or more DS0 equivalent lines.
- 1.7.2 In Georgia, BellSouth shall provide combinations of port and loop network elements to NewSouth regardless of whether or not such combinations are Already Combined except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Section 1.7.1.1 above. In all other states, and subject to Sections 1.7.1.1 and 1.7.1.2 above, BellSouth shall provide combinations of port and loop network elements to NewSouth only to the extent such elements are Already Combined.
- 1.7.3 Rates for Combinations of Loop and Port Network Elements
 - 1.7.3.1 Rates for combinations of loop and port network elements, as set forth in Section 1.7.4, are provided in Exhibit A of this Attachment.
 - 1.7.3.2 Rates for Circuit Switching
 - 1.7.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 1.7.1.1 and 1.7.1.2, to provide circuit switching are as set forth in Exhibit A of this Attachment.
- 1.7.4 Port/Loop Combination Offerings
 - 1.7.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 1.7.4.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 1.7.4.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk

port.

- 1.7.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.7.4.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 1.7.4.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

[illegible]

BELLSOUTH/SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPBI	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUG)	UEPAA	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	\$14.00	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-WAY Greenville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
RC - 2-Wire Voice Grade Loop (BL1) (Res. and Bus.)	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	\$13.75	\$10.80	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	\$20.13	\$12.47	NA	\$14.05	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	\$44.40	\$19.83	NA	\$24.14	NA	NA	NA	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	NA	NA	NA	\$49.30	NA	NA	NA	\$27.18
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$27.75	\$24.80	NA	\$28.05	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$34.13	\$28.47	NA	\$36.14	NA	NA	NA	\$28.82
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$58.40	\$33.83	NA	\$63.30	NA	NA	NA	\$34.78
Nonrecurring Charges										
2-Wire Voice Grade Line Port (Res. And Bus.)										\$41.18
NRC - 2-wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - Add'l, no change	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 Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces	TBD	NA	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMECD	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	NA	\$19.99	\$33.76	NA	\$31.82	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	SOMAN	NA	\$19.99	\$7.86	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX	TBD	NA	\$20.00	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00

BELLSOUTH SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog Line Port (PBX), per month										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - RESIDENCE	UEPRD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPI	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	NA
CALLING PORT										
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXA	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXB	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
CAPABLE PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXE	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT WITHOUT LUD	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXM	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXP	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXS	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONAL SERV CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONAL SERV CALLING PORT	UEP XV	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00

BELLSOUTH/SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNP/CP									
2-Wire Voice Grade Loop (SL1)										
RC - 2-Wire Voice Grade Loop - Statewide										
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	NA	\$13.75	\$10.80	NA	\$14.05	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	NA	\$20.13	\$12.47	NA	\$24.14	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	\$44.40	\$19.83	NA	\$49.30	NA	NA	NA	\$20.79
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$27.75	\$24.80	NA	\$28.05	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$34.13	\$28.47	NA	\$38.14	NA	NA	NA	\$29.92
Nonrecurring Charges										
NRC - 2-wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - Add'l, no change	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 Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	TBD	NA	\$10.00	\$10.00	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMEC	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	NA	\$19.99	\$33.67	NA	\$31.92	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	SOMAN	NA	\$19.99	\$7.88	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
2-Wire Voice Grade Line Port (Res.), per month										
2-wire voice unbundled port - residence	UEPRL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.08	\$1.90
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.08	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.08	\$1.90
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	\$2.20	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA

BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	NA	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	\$3.69	\$1.90
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW18)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2H)	UEPAK	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MF)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled LA Port (Bus.), per month	UEPBL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled port with unbundled port with Caller ID 484 ID	UEPBC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	\$2.20	NA	NA	NA	NA	NA	NA	\$3.69	\$1.90
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	NA	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BLUC)	UEPAA	NA	NA	NA	NA	\$2.55	NA	NA	\$3.69	\$1.90
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collinsville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-Wire Voice Grade Loop (SL1)	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
RC - 2 - Wire Voice Grade Loop - Statewide	UEPLX	\$14.35	\$13.75	\$10.80	\$14.79	\$14.05	NA	\$14.18	NA	NA
RC - 2 - Wire Voice Grade Loop - Zone 1	UEPLX	\$23.31	\$23.13	\$12.47	\$27.68	\$24.14	\$14.59	NA	\$17.02	\$15.92
RC - 2 - Wire Voice Grade Loop - Zone 2	UEPLX	\$42.24	\$44.40	\$19.83	\$47.78	\$48.30	\$19.33	NA	\$25.86	\$20.79
RC - 2 - Wire Voice Grade Loop - Zone 3	UEPLX	NA	NA	NA	NA	NA	\$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
Combination Rates	Notes B	NA	NA	NA	NA	NA	NA	\$16.48	NA	NA

BELL SOUTHEAST SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$15.75	\$12.59	\$17.40	\$16.60	\$16.71	NA	\$20.71	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$22.13	\$14.26	\$30.29	\$26.69	\$21.45	NA	\$29.35	\$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$48.40	\$21.82	\$50.38	\$31.85	\$29.75	NA	\$37.68	\$29.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
Nonrecurring Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	\$0.41	\$0.83	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACG	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACG	\$0.41	\$0.83	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$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 (Note 7)										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOME C	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	\$40.71	\$19.99	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	SOMAN	\$0.59	\$19.99	\$7.88	\$19.99	\$7.32	\$9.99	\$9.45	\$9.91	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - Incremental Manual Service Order Disconnect	TBD	\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRCS for New (not currently combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRL	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRL	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRO	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRO	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAP	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPAP	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBL	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBO	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBO	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPB1	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
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 (Note 7)										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	SOME C	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	TBD	NA	NA	\$37.06	NA	NA	NA	NA	NA	NA

BELL SOUTHWESTERN SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	\$9.19	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port										
2-Wire Line Port - DID Trunk Port, per month	UEPD1	TBD	\$9.60	\$11.35	TBD	\$13.12	\$14.63	\$12.12	TBD	\$8.78
2-Wire Voice Grade Loop (SL2)										
RC - 2-Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	\$11.78	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UECD1	\$17.95	\$18.28	\$16.84	\$17.27	\$17.66	\$18.35	NA	\$21.57	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 2	UECD1	\$29.16	\$22.34	\$18.45	\$32.32	\$30.32	\$24.33	NA	\$32.53	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 3	UECD1	\$52.84	\$27.97	\$30.92	\$55.78	\$61.63	\$34.77	NA	\$43.08	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	\$45.86	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	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)	Note 8	TBD	\$27.88	\$28.19	TBD	\$30.77	TBD	NA	TBD	\$24.70
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD	\$31.94	\$30.80	TBD	\$43.44	TBD	NA	TBD	\$29.57
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD	\$37.57	\$42.27	TBD	\$76.06	TBD	NA	TBD	\$35.96
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Add	TBD	TBD	\$14.73	\$106.08	TBD	TBD	TBD	\$13.26	TBD	\$8.78
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Change, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	TBD	TBD	\$3.76	\$140.01	TBD	TBD	TBD	\$8.39	TBD	\$5.75
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost Manual Service Order - 1st	SOMECD	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost Manual Service Order - Add	TBD	TBD	TBD	\$37.88	TBD	TBD	TBD	\$53.89	TBD	\$41.43
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-Wire ISDN Digital Port per month	UEPPB	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.37	\$33.74	\$18.21
2-Wire ISDN Digital Grade Loop										
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.66	NA	\$26.68	\$15.82
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$37.74	\$47.35	\$25.27	\$44.28	\$38.32	\$28.97	NA	\$40.24	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	NA	\$53.29	\$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	\$39.05	\$45.34	\$35.38	\$35.99	\$44.46	\$73.77	NA	\$80.42	\$34.13
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	\$54.18	\$60.35	\$38.74	\$56.81	\$59.65	\$80.78	NA	\$73.98	\$39.00
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	\$84.80	\$117.47	\$53.64	\$88.75	\$97.52	\$93.31	NA	\$87.03	\$45.39
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$108.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD	\$3.02	TBD	TBD	TBD	TBD	\$174.35	TBD	\$117.23

BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire ISDN Digital Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD	\$2.49	TBD	TBD	TBD	TBD	\$174.35	TBD	\$1117.23
NRC - 2-Wire ISDN Digital Loop/2-wire ISDN Digital Port - Non Feature	USASB	TBD	TBD	TBD	TBD	TBD	TBD	\$288.15	TBD	\$212.88
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 (Note 7)	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	\$186.02	\$125.00	\$163.16	\$275.48	\$194.72	\$213.21	\$179.01	\$214.79	\$78.40
RC - 4 - Wire DS1 Digital Loop - Statewide	USL4P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 1	USL4P	\$51.74	\$64.89	\$55.53	\$60.26	\$56.32	\$50.89	NA	\$59.61	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 2	USL4P	\$64.05	\$94.71	\$64.13	\$94.08	\$98.73	\$67.58	NA	\$89.90	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 3	USL4P	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.08	\$98.59
RC - 4 - Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$241.72	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	\$237.76	\$189.89	\$218.69	\$325.74	\$251.04	\$264.20	NA	\$274.40	\$136.13
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	\$270.07	\$219.71	\$227.29	\$369.54	\$291.45	\$280.79	NA	\$304.69	\$163.80
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	\$338.31	\$333.93	\$266.09	\$437.82	\$392.29	\$309.79	NA	\$333.85	\$176.99
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$340.68	NA	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD	\$2.00	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD	\$1.22	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD	\$29.28	TBD	TBD	TBD	TBD	\$36.92	TBD	\$28.39
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD	\$0.99	TBD	TBD	TBD	TBD	\$1.17	TBD	\$0.9353
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone Numbers	PR7TP	TBD	\$23.20	TBD	TBD	TBD	TBD	\$28.17	TBD	\$22.36
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD	\$46.41	TBD	TBD	TBD	TBD	\$56.33	TBD	\$44.71
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD	TBD	TBD	TBD	TBD	TBD	\$265.25	TBD	\$189.76
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 (Note 7)	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	TBD	\$63.85	\$120.80	TBD	\$149.27	\$146.46	\$123.62	TBD	\$35.55
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	\$51.74	\$64.89	\$55.53	\$60.26	\$56.32	\$50.89	NA	\$59.61	\$57.73
4 - Wire DS1 Digital Loop - Zone 2	TBD	\$64.05	\$94.71	\$64.13	\$94.08	\$98.73	\$67.58	NA	\$89.90	\$75.40
4 - Wire DS1 Digital Loop - Zone 3	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.08	\$98.59
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$186.23	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	TBD	\$128.54	\$178.33	TBD	\$205.59	\$197.45	NA	TBD	\$82.28
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	TBD	\$158.56	\$184.93	TBD	\$246.00	\$214.04	NA	TBD	\$110.95
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	TBD	\$272.76	\$222.73	TBD	\$346.84	\$243.04	NA	TBD	\$134.14

BELL SOUTHEASTERN SOUTH BATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC Note 8	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4		NA	NA	NA	NA	NA	\$273.83	NA	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	TBD	TBD	\$519.42	TBD	TBD	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Addl	TBD	TBD	TBD	\$320.64	TBD	TBD	TBD	\$490.38	TBD	\$312.91
Channel Activation - Per Channel										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port -	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$146.91	TBD	\$108.67
Subsequent Telephone Numbers										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port -	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$120.86	TBD	\$98.68
Subsequent Signaling Changes										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port -	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$28.65	TBD	\$22.92
Subsequent Service Order Per Order										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port Combination - OSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$127.63	TBD	\$94.88
LSR Change, Electronic, per LSR received from the CLEC by one of the OSS										
Interactive Interfaces (Note 7)										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost-	SOMEC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Manual Service Order - 1st										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost-	TBD	TBD	TBD	\$37.08	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order - Addl										
2 - Wire Voice Grade Loop with 2 - Wire Line Port PBX										
2 - Wire Analog Line Port (PBX), per month										
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPI	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2 - WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING										
PORT	UEPA2	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING										
PORT	UEPL2	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2 - WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE										
CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING										
PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2 - WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2 - WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2 - WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
CAPABLE PORT										
2 - WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING	UEPYE	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
PORT WITHOUT LUD										
2 - WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING	UEPYF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPYG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 - WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPYH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
WITHOUT LUD										
2 - WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL	UEPYJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
CALLING PORT										
2 - WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	UEPYK	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
ADMINISTRATIVE CALLING PORT										
2 - WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	UEPYL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90

BELLSOUTH/NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.09	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT/TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90

BELLSOUTH SOUTHWEST RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL-HOSPITAL	UEPXQ	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.09	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL	UEPXP	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY	UEPXQ	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL	UEPXR	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.09	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$3.09	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGION SERV	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	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	\$15.82
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$20.13	\$12.47	\$27.08	\$24.14	\$19.33	NA	\$25.68	\$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
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$15.75	\$12.59	\$16.71	\$16.60	\$16.71	NA	\$20.71	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$22.13	\$14.28	\$27.08	\$26.09	\$21.45	NA	\$29.35	\$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$46.40	\$21.82	\$47.78	\$51.85	\$29.75	NA	\$37.68	\$29.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$36.59	NA	NA	NA
Non-recurring Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	\$0.41	\$0.83	\$0.3108	\$10.00	\$0.28	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	\$0.41	\$0.83	\$0.3108	\$10.00	\$0.28	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMEC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	\$40.71	\$19.99	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	SOMAN	\$9.58	\$19.99	\$7.88	\$19.99	\$7.32	\$9.98	\$9.45	\$9.91	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - Incremental Manual Service Order Disconnect	TBD	\$8.25	TBD	TBD	TBD	\$5.12	\$8.88	\$10.27	\$8.91	\$7.97
NRCs for New (not Currently Combined) as ordered in Georgia:	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA

BELL SOUTHEAST SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPC	NA	NA	\$16.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPO	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPI	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPI	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXB	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXB	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXE	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXE	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXL	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXL	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXM	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXM	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXO	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXO	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXS	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXS	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USA52	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	\$37.08	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
All Other Loop/Port Combinations	TBD	TBD	TBD	Note 2	TBD	TBD	TBD	TBD	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									

NOTES:

BELLSOUTH/NEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.										
1 In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.										
2 In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.										
3 End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.										
4 Deleted										
5 Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 c. until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.										
6 In the absence of ordered OSS rates by a state commission, BellSouth will offer nationwide rates by Zone where available. CLEC should submit the loop and port USOCs.										
7 Where the state commission has adopted rates for the rate elements contained herein, it is the intent of the Parties to reflect such rates in this Exhibit and to apply the same consistent with applicable FCC and Commission rules and orders.										

BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

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:											
Recurring Charges											
2-wire VG Loop per month, statewide	UEAL2	NA	\$17.00	\$16.51	NA	\$19.35	NA	\$19.50	NA	\$18.00	
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	\$13.75	\$16.84	NA	\$17.65	NA	TBD	NA	\$15.92	
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	\$20.13	\$19.45	NA	\$30.32	NA	TBD	NA	\$20.79	
2-wire VG Loop per month, Zone 3 (Note 1)	NA	NA	\$44.40	\$30.92	NA	\$81.83	NA	TBD	NA	\$27.18	
2-wire VG 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	\$0.78	NA	\$0.35	
DS1 Channelized System per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$93.40	NA	\$75.83	
VG (COO) Interface card per month	MO1	NA	\$154.74	\$127.60	NA	\$209.87	NA	\$209.87	NA	\$165.21	
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1VG	NA	\$1.46	\$1.18	NA	\$1.82	NA	\$1.82	NA	\$1.25	
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$169.57	NA	\$180.49	NA	\$217.17	NA	\$165.53	
NRC-2-wire VG Local Loop - 1st	U1TF1	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$163.75	NA	\$124.84	
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$271.29	\$122.51	NA	\$128.42	NA	\$142.97	NA	\$103.76	
NRC-DS1 Channelization System - 1st	UEAL2	NA	\$104.90	\$81.48	NA	\$93.60	NA	\$106.56	NA	\$65.84	
NRC-DS1 Channelization System - Add'l	MO1	NA	\$127.67	\$138.85	NA	\$220.07	NA	\$183.63	NA	\$222.87	
NRC-VG(COO) Interface card - 1st	MO1	NA	\$29.75	\$82.34	NA	\$135.20	NA	\$118.37	NA	\$135.80	
NRC-VG(COO) Interface card - Add	1D1VG	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.76	NA	\$12.61	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - 1st	1D1VG	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$11.28	NA	\$9.03	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Add'l	SOMEC	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	SOMAN	NA	\$25.60	\$3.50	NA	NA	NA	NA	NA	\$19.99	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$34.00	NA	\$242.20	NA	\$66.20	NA	NA	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$27.78	NA	\$153.37	NA	\$51.40	NA	NA	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$20.10	NA	\$45.91	NA	\$177.72	NA	\$165.21	
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$11.98	NA	\$0.06	NA	NA	NA	NA	
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:											
Recurring Charges											
4-wire VG Loop per month, statewide	UEAL4	NA	\$30.00	\$25.86	NA	\$31.52	NA	\$27.49	NA	\$18.00	
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	\$24.26	\$22.28	NA	\$24.36	NA	NA	NA	\$15.92	
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	\$35.51	\$78.35	NA	\$41.86	NA	NA	NA	\$20.79	
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	\$78.35	\$0.00	NA	\$98.47	NA	NA	NA	\$27.18	
4-wire VG 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	\$0.78	NA	\$0.35	
DS1 Channelized System per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$93.40	NA	\$75.83	
VG (COO) Interface card per month	MO1	NA	\$154.74	\$127.60	NA	\$209.87	NA	\$209.87	NA	\$165.21	
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1VG	NA	\$1.46	\$2.67	NA	\$1.82	NA	\$1.64	NA	\$1.25	
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$169.57	NA	\$180.49	NA	\$534.48	NA	\$195.53	
NRC-4-wire VG Local Loop - 1st	U1TF1	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$442.69	NA	\$124.84	
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$271.29	\$122.51	NA	\$128.42	NA	\$288.47	NA	\$103.76	
NRC-DS1 Channelization System - 1st	UEAL4	NA	\$104.90	\$225.78	NA	\$93.60	NA	\$237.45	NA	\$65.84	
NRC-DS1 Channelization System - Add'l	MO1	NA	\$127.67	\$138.85	NA	\$220.07	NA	\$301.74	NA	\$222.87	
NRC-VG(COO) Interface card - 1st	MO1	NA	\$29.75	\$82.34	NA	\$135.20	NA	\$182.57	NA	\$135.80	
NRC-VG(COO) Interface card - Add	1D1VG	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.76	NA	\$12.61	
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - 1st	1D1VG	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$11.28	NA	\$9.03	
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	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	SOMAN	NA	\$25.60	\$3.50	NA	NA	NA	NA	NA	\$19.99	
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	\$30.42	NA	\$242.20	NA	\$66.20	NA	NA	
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	\$18.78	NA	\$153.37	NA	\$51.40	NA	NA	
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	\$12.15	NA	\$45.91	NA	\$177.72	NA	\$165.21	

BELLSOUTH/NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	\$8.76	NA	\$8.08	NA	NA	NA	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:										
Recurring Charges										
2-wire ISDN Loop per month, statewide	U1L2X	NA	\$40.00	\$25.43	NA	\$27.36	NA	\$24.98	NA	\$18.00
2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	NA	\$32.34	\$21.89	NA	\$21.15	NA	TBD	NA	\$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	NA	\$47.35	\$25.27	NA	\$38.22	NA	TBD	NA	\$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	NA	\$104.47	\$40.17	NA	\$74.19	NA	TBD	NA	\$28.02
2-wire ISDN 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	\$0.08	NA	\$0.35
DS1 Channelized System per month	U1TF1	NA	\$93.31	\$93.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
2-wire ISDN(BRITE COC) per month	MQ1	NA	\$154.74	\$127.60	NA	\$209.87	NA	\$177.72	NA	\$165.21
Non-Recurring Charges - New EEL (Note 2)(Note 3)	UC1CA	NA	\$3.96	\$3.41	NA	\$4.18	NA	\$3.76	NA	\$3.33
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$169.57	NA	\$180.49	NA	\$217.17	NA	\$165.53
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-2-wire ISDN Local Loop - 1st	U1L2X	NA	\$271.29	\$122.51	NA	\$223.27	NA	\$325.91	NA	\$59.50
NRC-DS1 Channelization System - 1st	MQ1	NA	\$104.90	\$81.48	NA	\$172.63	NA	\$251.31	NA	\$31.00
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$127.67	\$138.85	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC-2-wire BRITE(COC)Interface card - 1st	UC1CA	NA	\$29.75	\$92.34	NA	\$136.20	NA	\$182.57	NA	\$135.80
NRC-2-wire BRITE(COC)Interface card - Add'l	UC1CA	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.78	NA	\$12.61
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Elec	SOMEC	NA	\$8.84	\$8.78	NA	\$8.80	NA	\$11.28	NA	\$9.03
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	NA	\$34.00	NA	\$57.58	NA	\$38.07	NA	NA
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	NA	\$27.79	NA	\$36.31	NA	\$38.07	NA	NA
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	NA	\$20.10	NA	\$18.12	NA	NA	NA	NA
NRC-DS1 Interoffice Channel and 2-wire ISDN Local Loop Combination - Man	SOMAN	NA	NA	\$11.98	NA	\$8.08	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 66 kbps Local Loop:										
Recurring Charges										
4-wire 56kbps Loop per month, statewide	U1L56	NA	\$48.33	\$29.92	NA	\$36.58	NA	\$32.67	NA	\$42.23
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	\$39.08	\$25.75	NA	\$27.50	NA	TBD	NA	\$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	\$57.21	\$29.74	NA	\$47.24	NA	TBD	NA	\$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	\$128.22	\$47.27	NA	\$68.48	NA	TBD	NA	\$66.75
4-wire 56kbps 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	\$0.08	NA	\$0.35
DS1 Channelized System per month	U1TF1	NA	\$93.31	\$93.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
4-wire 56kbps card COC per month	MQ1	NA	\$154.74	\$127.60	NA	\$209.87	NA	\$177.72	NA	\$165.21
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1D1DD	NA	\$2.22	\$1.06	NA	\$3.12	NA	\$2.88	NA	\$2.46
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$169.57	NA	\$180.49	NA	\$217.17	NA	\$165.53
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-4-wire 56kbps Local Loop - 1st	U1L56	NA	\$271.29	\$122.51	NA	\$223.27	NA	\$325.91	NA	\$59.50
NRC-4-wire 56kbps Local Loop - Add'l	U1L56	NA	\$104.90	\$81.48	NA	\$172.63	NA	\$251.31	NA	\$31.00
NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$138.85	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$92.34	NA	\$136.20	NA	\$182.57	NA	\$135.80
NRC-4-wire 56kbps(COC)Interface card - 1st	1D1DD	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.78	NA	\$12.61
NRC-4-wire 56kbps(COC)Interface card - Add'l	1D1DD	NA	\$8.84	\$8.78	NA	\$8.80	NA	\$11.28	NA	\$9.03
NRC-DS1 Interoffice Channel and 4-wire 56kbps Local Loop Combination - Elec	SOMEC	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 - Man	SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice Channel and 4-wire 56kbps Local Loop Combination - Man	SOMAN	NA	NA	\$34.00	NA	\$57.58	NA	\$38.07	NA	NA
NRC-DS1 Interoffice Channel and 4-wire 56kbps Local Loop Combination - Man	SOMAN	NA	NA	\$27.79	NA	\$36.31	NA	\$38.07	NA	NA
NRC-DS1 Interoffice Channel and 4-wire 56kbps Local Loop Combination - Man	SOMAN	NA	NA	\$20.10	NA	\$18.12	NA	NA	NA	NA
NRC-DS1 Interoffice Channel and 4-wire 56kbps Local Loop Combination - Man	SOMAN	NA	NA	\$11.98	NA	\$8.08	NA	NA	NA	NA

BELL SOUTHWEST SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:										
Recurring Charges										
4-wire 64 kbps Loop per month, statewide										
4-wire 64 kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	\$48.33	\$29.92	NA	NA	NA	\$32.67	NA	\$42.23
4-wire 64 kbps Loop per month, Zone 2 (Note 1)	TBD	NA	\$39.08	\$26.75	NA	\$27.50	NA	TBD	NA	\$36.45
4-wire 64 kbps Loop per month, Zone 3 (Note 1)	TBD	NA	\$57.21	\$29.74	NA	\$47.24	NA	TBD	NA	\$45.87
4-wire 64 kbps Loop per month, Zone 4 (Note 1)	TBD	NA	\$126.22	\$47.27	NA	\$96.48	NA	TBD	NA	\$95.75
Interoffice Channel - Dedicated - DS1 - per mile per month	1LSXX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	UITF1	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.08	NA	\$0.35
DS1 Channelized System per month	MQ1	NA	\$83.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
4-wire 64 kbps card COC per month	1D1DD	NA	\$154.74	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$166.21
Non-Recurring Charges - New EEL (Note 2) (Note 3)			\$1.06	\$1.06	NA	\$3.12	NA	\$2.86	NA	\$2.46
NRC - DS1 Interoffice - 1st										
NRC - DS1 Interoffice - Add'l	UITF1	NA	\$370.81	\$169.57	NA	\$160.49	NA	\$217.17	NA	\$165.83
NRC-4-wire 64 kbps Local Loop - 1st	UDL64	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-4-wire 64 kbps Local Loop - Add'l	UDL64	NA	\$271.29	\$443.56	NA	\$333.28	NA	\$489.04	NA	\$103.78
NRC-DS1 Channelization System - 1st	MQ1	NA	\$104.90	\$269.01	NA	\$230.50	NA	\$337.51	NA	\$65.84
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$127.67	\$138.85	NA	\$220.07	NA	\$301.74	NA	\$222.87
NRC-4-wire 64 kbps COC Interface card - 1st	1D1DD	NA	\$29.75	\$82.34	NA	\$135.20	NA	\$288.33	NA	\$135.80
NRC-4-wire 64 kbps COC Interface card - Add'l	1D1DD	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.76	NA	\$12.81
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - 1st	SOMEC	NA	\$8.94	\$8.78	NA	\$8.90	NA	\$11.28	NA	\$9.03
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Add'l	SOMAN	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc	SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$34.00	NA	\$242.20	NA	\$38.07	NA	NA
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.79	NA	\$163.37	NA	\$38.07	NA	NA
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$20.10	NA	\$45.81	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 4-wire 64 kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
Recurring Charges										
DS1 Loop per month, State wide										
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$80.00	\$84.52	NA	\$72.86	NA	\$82.78	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	\$64.69	\$55.53	NA	\$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	\$84.71	\$84.13	NA	\$86.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	TBD	NA	\$206.93	\$101.93	NA	\$197.57	NA	TBD	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1LSXX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	UITF1	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.08	NA	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)			\$93.31	\$63.39	NA	\$83.40	NA	\$71.29	NA	NA
NRC - DS1 Interoffice - 1st										
NRC - DS1 Interoffice - Add'l	UITF1	NA	\$370.81	\$169.57	NA	\$160.49	NA	\$217.17	NA	NA
NRC-DS1 Local Loop - 1st	UITF1	NA	\$247.73	\$112.77	NA	\$123.03	NA	\$163.75	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	\$434.24	\$335.73	NA	\$502.73	NA	\$714.84	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Electronic Svc	SOMEC	NA	\$226.29	\$227.04	NA	\$293.92	NA	\$421.47	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	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	SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$34.00	NA	\$242.20	NA	\$38.07	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.79	NA	\$163.37	NA	\$38.07	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$20.10	NA	\$45.81	NA	NA	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:										
Recurring Charges										
DS3 Loop per Facility Termination per month										
DS3 Loop per mile	UE3PX	NA	\$407.58	\$394.59	NA	\$668.01	NA	\$387.01	NA	\$607.29
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1LSND	NA	\$11.97	\$8.99	NA	\$30.34	NA	\$23.53	NA	\$23.76
Interoffice Channel - Dedicated - DS3 - per mile per month	1LSXX	NA	\$1.130	\$717.80	NA	\$1.101	NA	\$720.38	NA	\$760.20
Non-Recurring Charges - New EEL (Note 2) (Note 3)	UITF3	NA	\$4.25	\$0.31	NA	\$14.04	NA	\$12.98	NA	\$5.89
NRC - DS3 Interoffice - 1st	UITF3	NA	\$462.80	\$456.02	NA	\$713.57	NA	\$784.94	NA	\$729.27

BELL SOUTHEASTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS3 Interoffice - Add'l		U1TF3	NA	\$288.32	\$256.71	NA	\$404.36	NA	\$579.55	NA	\$411.98
NRC-DS3 Local Loop - 1st		UESPX	NA	\$502.08	\$770.12	NA	\$811.30	NA	\$984.04	NA	\$829.52
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Electronic S		UESPX	NA	\$307.56	\$51.49	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$58.25	NA	NA
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$58.25	NA	NA
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
NRC-DS3 Interoffice channel and DS3 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
STS-1 Interoffice Channel and STS-1 Local Loop:											
Recurring Charges											
STS-1 Loop per Facility Termination per month		UDLS1	NA	\$449.40	\$426.19	NA	\$497.08	NA	\$387.01	NA	\$400.21
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month		U1TF3	NA	\$11.97	\$8.99	NA	\$497.08	NA	\$32.53	NA	\$30.53
Non-Recurring Charges - New EEL (Note 2)(Note 3)		U1LX	NA	\$1.14	\$792.17	NA	\$1.101	NA	\$800.94	NA	\$838.65
NRC-STS-1 Interoffice - 1st		U1LX	NA	\$4.25	\$2.75	NA	\$14.04	NA	\$6.29	NA	\$8.98
NRC-STS-1 Interoffice - Add'l		U1TF3	NA	\$682.89	\$640.32	NA	\$713.57	NA	\$824.86	NA	\$981.82
NRC-STS-1 Local Loop - 1st		U1TF3	NA	\$298.32	\$575.26	NA	\$404.36	NA	\$436.36	NA	\$625.84
NRC-STS-1 Local Loop - Add'l		UDLS1	NA	\$502.08	\$770.12	NA	\$811.30	NA	\$984.04	NA	\$829.52
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Electronic S		SOMEC	NA	\$307.56	\$51.49	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Manual Svc		SOMAN	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 Svc		SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$19.99
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$58.25	NA	NA
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$58.25	NA	NA
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
NRC-STS-1 Interoffice channel and STS-1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:											
Recurring Charges											
DS3 Loop per month, State wide		U1LX	NA	\$80.00	\$80.88	NA	\$72.86	NA	\$82.78	NA	NA
DS3 Loop per month, Zone 1 (Note 1)		TBD	NA	\$64.89	\$55.53	NA	\$58.32	NA	TBD	NA	NA
DS3 Loop per month, Zone 2 (Note 1)		TBD	NA	\$84.71	\$84.13	NA	\$86.73	NA	TBD	NA	NA
DS3 Loop per month, Zone 3 (Note 1)		TBD	NA	\$208.93	\$101.93	NA	\$187.57	NA	TBD	NA	NA
DS3 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		U1TF3	NA	\$1.130	\$717.60	NA	\$1.101	NA	\$720.38	NA	NA
DS3 Channelized System per month		U1LX	NA	\$4.25	\$8.46	NA	\$14.04	NA	\$12.98	NA	NA
DS3 Interoffice per month (DS1 COC)		MQ3	NA	\$222.61	\$202.91	NA	\$245.84	NA	\$226.81	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)		UC1D1	NA	\$14.51	\$0.57	NA	\$7.55	NA	\$4.61	NA	NA
NRC-DS3 Interoffice - 1st		U1TF3	NA	\$682.89	\$640.32	NA	\$713.57	NA	\$824.86	NA	\$981.82
NRC-DS3 Local Loop - 1st		U1TF3	NA	\$288.32	\$575.26	NA	\$404.36	NA	\$436.36	NA	\$625.84
NRC-DS3 Local Loop - Add'l		U1LX	NA	\$434.24	\$343.73	NA	\$502.73	NA	\$579.55	NA	NA
NRC-DS3 Channelization System - 1st		U1LX	NA	\$235.29	\$182.75	NA	\$235.92	NA	\$714.84	NA	NA
NRC-DS3 Channelization System - Add'l		MQ3	NA	\$240.04	\$189.93	NA	\$235.92	NA	\$421.47	NA	NA
NRC-DS1(COC) Interoffice card - 1st		MQ3	NA	\$106.82	\$106.50	NA	\$233.10	NA	\$351.95	NA	NA
NRC-DS1(COC) Interoffice card - Add'l		UC1D1	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$243.78	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Electronic S		SOMEC	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$15.76	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$11.28	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	\$25.80	\$24.00	NA	NA	NA	\$3.50	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$27.79	NA	\$36.28	NA	\$91.26	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$20.10	NA	\$26.20	NA	\$91.26	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	\$11.98	NA	\$19.47	NA	\$91.26	NA	NA
NRC-DS3 Interoffice channel and DS1 Local Loop Combination - Manual Svc		SOMAN	NA	NA	GA	NA	\$8.06	NA	NA	NA	NA
STS-1 Interoffice Channel and DS1 Local Loop:											
Recurring Charges											

BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
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ENHANCED EXTENDED LINKS (EELs)											
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Recurring Charges											
DS1 Loop per month, State wide		USLXX	NA	\$80.00	\$80.88	NA	\$72.86	NA	\$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)		TBD	NA	\$64.69	\$22.88	NA	\$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)		TBD	NA	\$94.71	\$26.42	NA	\$98.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)		TBD	NA	\$208.93	\$41.99	NA	\$197.57	NA	TBD	NA	NA
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		UITFS	NA	\$1,114	\$1,114	NA	\$1,101	NA	\$387.01	NA	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month		1LSXX	NA	\$4.25	\$4.25	NA	\$14.04	NA	\$32.53	NA	NA
DS3 Channelized System per month		MO3	NA	\$222.81	\$184.02	NA	\$245.84	NA	\$228.81	NA	NA
DS3 Interface per month (DS1 COC)		UC1D1	NA	\$14.51	\$11.14	NA	\$7.55	NA	\$4.81	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)											
NRC-DS1 Local Loop - 1st		USLXX	NA	\$34.24	\$499.98	NA	\$502.73	NA	\$714.84	NA	NA
NRC-STS-1 Interoffice - 1st		USLXX	NA	\$23.29	\$288.18	NA	\$283.92	NA	\$421.47	NA	NA
NRC-STS-1 Interoffice - Add'l		UITFS	NA	\$82.89	\$770.12	NA	\$713.57	NA	\$824.86	NA	NA
NRC-DS3 Channelization System - 1st		UITFS	NA	\$288.92	\$551.49	NA	\$404.36	NA	\$436.36	NA	NA
NRC-DS3 Channelization System - Add'l		MO3	NA	\$240.04	\$342.10	NA	\$320.72	NA	\$381.95	NA	NA
NRC-DS1(COC)Interface card - 1st		MO3	NA	\$108.82	\$251.45	NA	\$233.10	NA	\$243.78	NA	NA
NRC-DS1(COC)Interface card - Add'l		UC1D1	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.76	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Electronic		UC1D1	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$11.28	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual Sw		SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.60	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual Sw		SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual Sw		SOMAN	NA	NA	\$58.90	NA	\$58.39	NA	\$55.00	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual Sw		SOMAN	NA	NA	\$46.38	NA	\$38.31	NA	\$55.00	NA	NA
NRC-STS-1 Interoffice channel and DS1 Local Loop Combination - Manual Sw		SOMAN	NA	NA	\$37.17	NA	\$50.49	NA	NA	NA	NA
2-wire VG Interoffice Channel and 2-wire VG Local Loop:		SOMAN	NA	NA	\$26.85	NA	\$29.00	NA	NA	NA	NA
Recurring Charges											
2-wire VG Loop per month, statewide		UEAL2	NA	\$17.00	\$16.51	NA	\$19.35	NA	NA	NA	NA
2-wire VG Loop per month, Zone 1 (Note 1)		TBD	NA	\$18.45	\$18.45	NA	\$17.85	NA	NA	NA	\$18.00
2-wire VG Loop per month, Zone 2 (Note 1)		TBD	NA	\$20.13	\$16.41	NA	\$30.32	NA	NA	NA	\$15.54
2-wire VG Loop per month, Zone 3 (Note 1)		TBD	NA	\$44.40	\$30.92	NA	\$61.93	NA	NA	NA	\$19.55
2-wire VG Loop per month, Zone 4 (Note 1)		NA	NA	NA	NA	NA	NA	NA	NA	NA	\$28.02
Interoffice Channel - Dedicated - 2-wire VG - Facility/Termination per month		UITV2	NA	\$28.72	\$17.07	NA	\$19.10	NA	NA	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - per mile per month		1LSXX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	NA	NA	\$18.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)											
NRC-2-wire VG Interoffice - 1st		UITV2	NA	\$222.65	\$73.81	NA	\$104.29	NA	NA	NA	\$0.02
NRC-2-wire VG Interoffice - Add'l		UITV2	NA	\$118.83	\$38.08	NA	\$39.91	NA	NA	NA	\$83.35
NRC-2-wire VG Local Loop - 1st		UEAL2	NA	\$271.29	\$104.17	NA	\$128.42	NA	NA	NA	\$20.86
NRC-2-wire VG Local Loop - Add'l		UEAL2	NA	\$104.90	\$78.10	NA	\$93.60	NA	NA	NA	\$192.97
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - E		SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	NA	NA	\$140.72
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - M		SOMAN	NA	\$25.80	NA	NA	NA	NA	NA	NA	\$3.50
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - M		SOMAN	NA	NA	\$37.88	NA	\$28.28	NA	NA	NA	\$19.98
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - M		SOMAN	NA	NA	\$27.38	NA	\$28.20	NA	NA	NA	NA
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - M		SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA
NRC-2-wire VG Interoffice channel and 2-wire VG Local Loop Combination - M		SOMAN	NA	NA	NA	NA	\$8.08	NA	NA	NA	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:											
Recurring Charges											
4-wire VG Loop per month, statewide		UEAL4	NA	\$30.00	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)		TBD	NA	\$24.28	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)		TBD	NA	\$33.51	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 3 (Note 1)		TBD	NA	\$78.35	NA	NA	NA	NA	NA	NA	NA
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		UITV4	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

BELL SOUTHEASTERN RATES
NETWORK ELEMENTS
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NETWORK ELEMENTS AND OTHER SERVICES											
ENHANCED EXTENDED LINKS (EELs)											
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire VG Interoffice - 1st	UITV4	NA	\$222.65	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG Interoffice - Add'l	UITV4	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	NA	NA	NA
	NRC- 4-wire VG Local Loop - Add'l	UEAL4	NA	\$104.90	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG Interoffice channel and 4-wire VG Local Loop Combination - 1st	SOMEC	NA	\$3.20	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG Interoffice channel and 4-wire VG Local Loop Combination - Add'l	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG Interoffice channel and 4-wire VG Local Loop Combination - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC- 4-wire VG Interoffice channel and 4-wire VG Local Loop Combination - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:										
	Recurring Charges										
	4-wire 56kbps Loop per month, statewide	UDL56	NA	\$48.33	NA	NA	\$35.58	NA	\$32.67	NA	\$42.23
	4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	\$24.26	TBD	NA	\$24.36	NA	TBD	NA	\$15.92
	4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	\$35.51	TBD	NA	\$41.86	NA	TBD	NA	\$20.79
	4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	\$78.35	TBD	NA	\$96.47	NA	TBD	NA	\$27.18
	4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination per month	UITD5	NA	\$23.82	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	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 56kbps Interoffice - 1st	UITD6	NA	\$222.65	\$79.61	NA	\$104.23	NA	\$137.48	NA	\$83.35
	NRC- 4-wire 56kbps Interoffice - Add'l	UITD6	NA	\$118.83	\$36.08	NA	\$39.91	NA	\$52.58	NA	\$20.88
	NRC- 4-wire 56kbps Local Loop - 1st	UITD5	NA	\$271.29	\$348.55	NA	\$421.27	NA	\$489.04	NA	\$643.00
	NRC- 4-wire 56kbps Local Loop - Add'l	UITD5	NA	\$104.90	\$241.20	NA	\$274.74	NA	\$337.61	NA	\$421.28
	NRC- 4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Combination - 1st	SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC- 4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Combination - Add'l	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC- 4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Combination - 1st	SOMAN	NA	NA	\$37.88	NA	\$38.28	NA	\$38.07	NA	NA
	NRC- 4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Combination - Add'l	SOMAN	NA	NA	\$27.36	NA	\$28.20	NA	\$38.07	NA	NA
	NRC- 4-wire 56kbps Interoffice channel and 4-wire 56kbps Local Loop Combination - 1st	SOMAN	NA	NA	NA	NA	\$11.41	NA	NA	NA	NA
	4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:										
	Recurring Charges										
	4-wire 64kbps Loop per month, statewide	UDL64	NA	\$48.33	\$30.72	NA	\$35.58	NA	\$32.67	NA	\$42.23
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	\$39.08	TBD	NA	\$27.50	NA	TBD	NA	\$36.45
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	\$57.21	TBD	NA	\$47.24	NA	TBD	NA	\$45.87
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	\$126.22	TBD	NA	\$96.48	NA	TBD	NA	\$96.75
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination per month	UITD6	NA	\$19.46	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	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 64kbps Interoffice - 1st	UITD6	NA	\$222.65	\$79.61	NA	\$713.57	NA	\$137.48	NA	\$729.27
	NRC- 4-wire 64kbps Interoffice - Add'l	UITD6	NA	\$118.83	\$36.08	NA	\$404.36	NA	\$52.58	NA	\$411.98
	NRC- 4-wire 64kbps Local Loop - 1st	UDL64	NA	\$271.29	\$348.55	NA	\$811.30	NA	\$489.04	NA	\$629.52
	NRC- 4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$104.90	\$241.20	NA	\$502.09	NA	\$337.51	NA	\$512.23
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - 1st	SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - Add'l	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - 1st	SOMAN	NA	NA	\$37.88	NA	\$100.50	NA	\$38.07	NA	NA
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - Add'l	SOMAN	NA	NA	\$27.36	NA	\$100.50	NA	\$38.07	NA	NA
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - 1st	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
	NRC- 4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combination - Add'l	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA

BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)										
Already Combined/Ordinarily Combine In Georgia										
Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog Voice Grade Loop - Service Level 1	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 1	UEAL2	\$19.04	\$17.00	\$16.51	\$20.00	\$19.35	\$21.26	\$19.50	\$22.49	\$18.00
Zone 2	TBD	\$15.24	\$13.75	\$19.45	\$14.79	\$14.96	\$15.56	TBD	\$18.48	\$15.54
Zone 3	TBD	\$24.75	\$20.13	\$16.41	\$27.68	\$25.69	\$20.65	TBD	\$27.87	\$19.55
Zone 4	TBD	\$44.85	\$44.40	\$30.92	\$47.78	\$52.47	\$29.51	TBD	\$38.91	\$28.02
NRC - Ordinarily Combined In GA (Note 5)	TBD	NA	NA	NA	NA	NA	\$38.94	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	\$104.17	NA	NA	NA	NA	NA	NA
NRC - Addt	UEAL2	NA	NA	\$78.10	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Addt	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Addt	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge (Note 6)	UNOCC	\$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 - Addt	UNOCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - Dis	UNOCC	\$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 - Dis	UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Analog Voice Grade Loop	UEAL4	\$30.00	\$30.00	\$25.86	\$28.28	\$31.52	\$30.55	\$27.49	\$35.96	\$18.00
Zone 1	TBD	\$24.01	\$24.26	\$22.26	\$20.92	\$24.36	\$22.38	TBD	\$49.47	\$15.54
Zone 2	TBD	\$36.00	\$35.51	\$25.70	\$30.14	\$41.85	\$28.67	TBD	\$44.44	\$19.55
Zone 3	TBD	\$70.67	\$78.35	\$40.86	\$67.56	\$85.47	\$42.40	TBD	\$58.85	\$28.02
Zone 4	TBD	NA	NA	NA	NA	NA	\$56.96	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 5)	UEAL4	NA	NA	\$208.95	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	\$170.57	NA	NA	NA	NA	NA	NA
NRC - Addt	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Addt	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Addt	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge (Note 6)	UNOCC	\$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 - Addt	UNOCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - Dis	UNOCC	\$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 - Dis	UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire 60DN Digital Grade Loop	U1L2X	\$28.03	\$40.00	\$25.43	\$31.99	\$27.36	\$20.83	\$24.98	\$32.47	\$18.00
Zone 1	TBD	\$23.23	\$32.34	\$23.66	\$23.66	\$21.15	\$21.86	TBD	\$26.08	\$15.54
Zone 2	TBD	\$37.74	\$47.35	\$25.27	\$44.28	\$36.32	\$28.97	TBD	\$40.24	\$19.55
Zone 3	TBD	\$58.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$28.02
Zone 4	TBD	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 5)	U1L2X	NA	NA	\$233.38	NA	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	\$180.35	NA	NA	NA	NA	NA	NA
NRC - Addt	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Addt	U1L2X	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 - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Addt	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA

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BELLSOUTHNEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-All Existing Combination - Switch As Is' Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - 1st	UNOC	\$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	UNOC	\$32.11	\$11.27	\$26.09	\$32.16	\$32.24	\$32.18	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - Dis	UNOC	\$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 - Dis	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 66 kbps Digital Grade Loop										
Zone 1	UDL56	\$34.15	\$48.33	\$29.92	NA	\$35.58	\$34.85	\$32.67	\$41.70	\$42.23
Zone 2	TBD	\$27.33	\$39.08	\$26.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
Zone 3	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.25	\$33.94	TBD	\$51.67	\$46.87
Zone 4	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.61	TBD	\$68.43	\$65.75
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st		NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
NRC - Add'l	UDL56	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL56	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination - Switch As Is' Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - 1st	UNOC	\$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	UNOC	\$32.11	\$11.27	\$26.09	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - Dis	UNOC	\$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 - Dis	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 64 kbps Digital Grade Loop										
Zone 1	UDL64	\$34.15	\$48.33	\$29.92	NA	\$35.58	\$34.85	\$32.67	\$41.70	\$42.23
Zone 2	TBD	\$27.33	\$39.08	\$26.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
Zone 3	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.25	\$33.94	TBD	\$51.67	\$46.87
Zone 4	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.61	TBD	\$68.43	\$65.75
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st		NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
NRC - Add'l	UDL64	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL64	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination - Switch As Is' Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - 1st	UNOC	\$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	UNOC	\$32.11	\$11.27	\$26.09	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - Switch As Is' Conversion Charge - Dis	UNOC	\$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 - Dis	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire DS1 Digital Loop										
Zone 1	USLXX	\$64.65	\$80.00	\$64.52	\$67.96	\$72.66	\$69.59	\$62.78	\$72.55	NA
Zone 2	TBD	\$51.74	\$64.68	\$55.53	\$50.28	\$56.32	\$50.99	TBD	\$59.61	NA
Zone 3	TBD	\$84.05	\$94.71	\$64.13	\$54.08	\$66.73	\$67.58	TBD	\$69.90	NA
Zone 4	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$66.58	TBD	\$118.06	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st		NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
NRC - Add'l	USLXX	NA	NA	\$429.98	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	USLXX	NA	NA	\$268.18	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA

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BELLSOUTH/NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)										
Facility termination per month	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Ordinary Combined In GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBD	NA	NA	\$0.75	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBD	NA	NA	\$0.21	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	NA	\$0.75	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	\$0.21	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	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 (Note 6)										
NRC-2/4 WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNOCG	\$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	UNOCG	\$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 - Dis	UNOCG	\$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 - Dis	UNOCG	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OC-12 Loop										
per mile per month										
facility termination per month	1L5ND	\$10.13	\$11.18	\$0.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
NRC - Ordinary Combined In GA (Note 5)	TBD	\$5.630	\$2.068	\$2.109.00	\$2.457	\$2.571	\$2.371	\$2.122	\$2.663	\$2.079
NRC - OC12 - Facility Termination - 1st	TBD	NA	NA	\$1.162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBD	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	\$118.14	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	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 (Note 6)										
NRC-2/4 WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNOCG	\$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	UNOCG	\$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 - Dis	UNOCG	\$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 - Dis	UNOCG	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OC-48 Loop										
per mile per month										
facility termination per month	1L5ND	\$33.22	\$36.67	\$27.26	\$168.59	\$119.40	\$168.59	\$120.02	\$47.57	\$83.50
OC-12 Interface on OC-48 Loop per month	TBD	\$1.947	\$1.699	\$1.698.00	\$2.128	\$2.268	\$1.753	\$1.677	\$1.733	\$1.832
NRC - Ordinary Combined In GA (Note 5)	TBD	\$699.82	\$582.09	\$694.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
NRC - OC48 - Facility Termination - 1st	TBD	NA	NA	\$1.162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBD	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA	NA	\$539.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	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-Disc	SOMAN	NA	NA	\$3.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Manual Svc Order vs. Electronic-Disc	SOMAN	NA	NA	\$3.55	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 - 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

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BELL SOUTHEASTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)										USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge - Manual S										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge - Manual S										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - AI Existing Combination - Switch As Is - Conversion Charge - Note 6)																			
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - 1st										UNOC	\$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 - 1st										UNOC	\$32.11	\$11.27	\$29.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - Dis										UNOC	\$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 - Dis										UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channels:																			
Local Channel - Dedicated - 2-Wire VG																			
Monthly Recurring per month										ULDV2	\$14.61	\$28.31	\$18.28	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
NRC - Ordinarily Combined In GA (Note 5)																			
NRC - 2-wire VG Local Channel - 1st										ULDV2	NA	NA	\$282.24	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR										ULDV2	NA	NA	\$63.61	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Add										SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnect - Add										SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
NRC - AI Existing Combination - Switch As Is - Conversion Charge (Note 6)																			
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - 1st										UNOC	\$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										UNOC	\$32.11	\$11.27	\$29.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - Dis										UNOC	\$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 - Dis										UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - 4-Wire VG																			
Monthly Recurring per month										ULDV4	\$15.77	\$27.48	\$17.18	\$23.38	\$18.21	\$19.03	\$15.87	\$18.05	\$20.14
NRC - Ordinarily Combined In GA (Note 5)																			
NRC - 4-wire VG Local Channel - 1st										ULDV4	NA	NA	\$282.24	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR										ULDV4	NA	NA	\$63.61	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge - Manual Svc Order - Add										SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge - Manual Svc Order - Disconnect - Add										SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
NRC - AI Existing Combination - Switch As Is - Conversion Charge (Note 6)																			
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - 1st										UNOC	\$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										UNOC	\$32.11	\$11.27	\$29.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2/4-WIRE VG COMBINATION - Switch As Is - Conversion Charge - Dis										UNOC	\$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 - Dis										UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - DS1																			
Monthly Recurring per month										ULDF1	\$35.52	\$42.98	\$38.57	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
NRC - Ordinarily Combined In GA (Note 6)																			
NRC - DS1 Local Channel - 1st										ULDF1	NA	NA	\$169.57	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR										ULDF1	NA	NA	\$112.77	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Add										SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - Add										SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
NRC - AI Existing Combination - Switch As Is - Conversion Charge (Note 6)																			
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - 1st										UNOC	\$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										UNOC	\$32.11	\$11.27	\$29.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - Disconnect - 1st										UNOC	\$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										UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BELLSOUTH/NEWSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)											
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - DS3		USOC	AL	FL	GA						
DS3 Local Channel - per mile per month		115NC	\$8.44	\$9.32	\$7.00			MS	NC	SC	TN
DS3 Local Channel - Facility Termination per month		ULDF3	\$525.40	\$580.39	\$523.20	\$835.09	\$558.00	NA	NA	\$12.08	\$23.78
NRC - Ordinarily Combined In GA (Note 5)								\$531.39	\$512.00	\$481.14	\$915.65
NRC - DS3 Local Channel - Facility Termination - Add'l		ULDF3	NA	NA	\$770.12	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		ULDF3	NA	NA	\$551.49	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - 1st		SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Add'l		SOMAN	NA	NA	\$66.21	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$36.15	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)		SOMAN	NA	NA	\$14.20	NA	NA	NA	NA	NA	NA
NRC-DS3 COMBINATION - Switch As Is - Conversion Charge - 1st		UNOCC	\$54.09	\$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		UNOCC	\$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		UNOCC	\$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		UNOCC	\$0.00	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - STS-1											
STS-1 Local Channel - per mile per month		115NC	\$8.44	\$9.32	\$7.00						
STS-1 Local Channel - Facility Termination per month		ULDF3	\$525.40	\$580.39	\$523.20	\$835.09	\$558.00	\$531.39	\$512.00	\$481.14	\$915.65
NRC - Ordinarily Combined In GA (Note 5)											
NRC - STS-1 Local Channel - Facility Termination - 1st		ULDF3	NA	NA	\$770.12	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		ULDF3	NA	NA	\$551.49	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - 1st		SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Add'l		SOMAN	NA	NA	\$37.98	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$37.98	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)		SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC-STS-1 COMBINATION - Switch As Is - Conversion Charge - 1st		UNOCC	\$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		UNOCC	\$32.11	\$11.27	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-STS-1 COMBINATION - Switch As Is - Conversion Charge - Disconnect		UNOCC	\$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		UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - OC3											
Local Channel - OC3 - per Mile		TBA	\$8.23	\$7.83	\$6.75						
Local Channel - OC3 - per Facility Termination		TBA	\$891.33	\$940.35	\$830.21	\$713.29	\$753.85	\$41.27	\$24.69	\$11.78	\$23.18
NRC - Ordinarily Combined In GA (Note 5)								\$689.68	\$611.36	\$701.71	\$820.20
NRC - OC3 - Facility Termination - 1st		TBA	NA	NA	\$947.89	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st		TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l		TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st		SOMAN	NA	NA	\$3.50	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 Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Disconnect		SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)		SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-OC3 COMBINATION - Switch As Is - Conversion Charge - 1st		UNOCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC3 COMBINATION - Switch As Is - Conversion Charge - Add'l		UNOCC	\$32.11	\$11.27	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC3 COMBINATION - Switch As Is - Conversion Charge - Disconnect		UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-OC3 COMBINATION - Switch As Is - Conversion Charge - Disconnect		UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - OC12											
Local Channel - OC12 - per Mile		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		TBA	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51

BELL SOUTHEAST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

AND OTHER SERVICES										
ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC12 - per Facility Termination	TBA	\$2,557	\$2,753	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,683	\$2,079
NRC - Ordinarily Combined In GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,182.00	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	\$118.14	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 (Note 6)										
NRC-OC-12 COMBINATION - Switch As Is' Conversion Charge - 1st	UNOC	\$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	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-12 COMBINATION - Switch As Is' Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - OC48										
Local Channel - OC48 - per Mile	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC48 - per Facility Termination	TBA	\$33.22	\$38.67	\$27.25	\$133.84	\$119.40	\$106.59	\$120.02	\$47.57	\$93.50
Local Channel - OC12 Interface on OC48 Facility	TBA	\$1,713	\$1,944	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
NRC - Ordinarily Combined In GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,175	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$417.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$545.24	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$320.83	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$123.85	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$120.44	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$123.85	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$120.44	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	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge-Manual Svc Order-1st	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge-Manual Svc Order-Add'l	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc O	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc O	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination - Switch As Is' Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - Switch As Is' Conversion Charge - 1st	UNOC	\$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	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-48 COMBINATION - Switch As Is' Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	1LSND	\$10.85	\$11.97	\$8.99	\$43.69	\$11.26	\$32.53	\$11.40	\$15.53	\$30.53
DS3 Local Loop - per Facility Termination	UE3PX	\$419.65	\$407.58	\$394.59	\$436.95	\$438.59	\$387.01	\$413.09	\$421.80	\$400.21
NRC - Ordinarily Combined In GA (Note 5)										
NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	NA	\$770.12	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	NA	\$551.49	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	\$37.96	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge-Manual Svc Order - Disconnect	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA

BELL SOUTHWESTERN SOUTH FLORIDA
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOC	\$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 - Addl	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	11LND	\$10.85	\$11.97	\$8.99	\$43.69	\$11.29	\$54.39	\$11.40	\$15.53	\$30.53
STS-1 Local Loop - per Facility Termination	UDLS1	\$418.65	\$449.40	\$426.19	\$438.95	\$454.28	\$427.81	\$428.93	\$431.32	\$400.21
NRC - Ordinarily Combined In GA (Note 5)										
NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	NA	\$770.12	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Facility Termination - Addl	UDLS1	NA	NA	\$651.48	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	\$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge - Manual Svc Order - Addl	SOMAN	NA	NA	\$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.23	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOC	\$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 - Addl	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	\$8.08	\$8.75	\$33.15	\$29.58	\$41.27	\$24.88	\$11.78	\$23.16
Local Loop - OC3 - per Facility Termination	TBA	\$691.39	\$651.40	\$630.21	\$713.29	\$753.65	\$688.68	\$611.36	\$701.71	\$620.20
NRC - Ordinarily Combined In GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.89	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Addl	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 - Addl	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 - Addl	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	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Addl	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - OC3 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC3 COMBINATION - Switch As Is - Conversion Charge - Addl	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC3 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC3 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	\$30.36	\$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 (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Addl	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 - Addl	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 - Addl	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-Addl	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA

BELLSOUTH/NEW SOUTH RATES
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ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNOC	\$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 - Add1	UNOC	\$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 - Disconnected	UNOC	\$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 - Disconnected	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Loop - OC48										
Local Loop - OC48 - per Mile										
Local Loop - OC48 - per Facility Termination	TBA	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
Local Loop - OC12 Interface on OC48 Facility	TBA	\$1.713	\$1.699	\$1.598.00	\$2.128	\$2.268	\$1.753	\$1.677	\$1.733	\$1.832
NRC - Ordinarily Combined In GA (Note 6)										
NRC - OC48 - Facility Termination - 1st	TBA	\$738.71	\$592.09	\$594.80	\$725.77	\$723.29	\$667.00	\$582.88	\$773.40	\$570.54
NRC - OC48 - Facility Termination - Add1	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add1	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnected - 1st	TBA	NA	NA	\$317.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnected - Add1	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnected - 1st	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnected - Add1	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnected	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnected	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnected-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnected-Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNOC	\$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 - Add1	UNOC	\$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 - Disconnected	UNOC	\$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 - Disconnected	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channels:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice 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
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	UITV2	\$18.49	\$26.72	\$17.07	\$27.86	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - Ordinarily Combined In GA (Note 5)										
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	UITV2	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add1	UITV2	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 - 2-wire VG Interoffice Channel - Incremental Change-Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Change-Manual Svc Order	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Change-Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-24-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNOC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-24-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add1	UNOC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-24-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnected	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-24-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnected	UNOC	\$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	UITV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 6)										

BELLSOUTHNEWSOUTH RATES
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ENHANCED EXTENDED LINKS (EELS)		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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		SOMECC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)		UNOCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.28	\$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st		UNOCC	\$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 - Add'l		UNOCC	\$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 - Dis		UNOCC	\$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		1LSXX	\$0.03	\$0.0100	\$0.02	\$0.0301	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per mo		U1TD5	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - Ordinarily Combined In GA (Note 5)											
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
NRC - Electronic Svc Order, per LSR		SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)		UNOCC	\$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 - 1st		UNOCC	\$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 - Add'l		UNOCC	\$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 - Dis		UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - DS0 - 64kbps											
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month		1LSXX	\$0.03	\$0.0100	\$0.02	\$0.0301	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per mo		U1TD6	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - Ordinarily Combined In GA (Note 5)											
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		SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)		UNOCC	\$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 - 1st		UNOCC	\$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 - Add'l		UNOCC	\$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 - Dis		UNOCC	\$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	\$0.08	\$0.78	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month		U1TF1	\$79.69	\$83.31	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.08	\$75.83
NRC - Ordinarily Combined In GA (Note 5)											
NRC - DS1 Interoffice Channel - Facility Termination - 1st		U1TF1	NA	NA	\$169.57	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - Add'l		U1TF1	NA	NA	\$112.77	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 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

BELLSOUTH/NEWSOUTH RATES
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ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - Dis	SOMAN	NA	NA	\$15.13	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - Dis	SOMAN	NA	NA	\$7.02	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOCC	\$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	UNOCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOCC	\$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	UNOCC	\$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	1LSXX	\$4.96	\$4.26	\$6.48	\$12.08	\$16.15	\$13.48	\$12.98	\$19.14	\$0.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$886.15	\$1,130	\$717.60	\$1,112.02	\$1,131.09	\$886.84	\$720.38	\$904.49	\$840.61
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	\$578.97	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	\$312.17	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 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	SOMAN	NA	NA	\$30.42	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.76	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOCC	\$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	UNOCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOCC	\$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	UNOCC	\$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	1LSXX	\$4.96	\$4.26	\$6.48	\$12.08	\$16.15	\$13.48	\$12.98	\$19.14	\$0.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TF3	\$886.15	\$1,130	\$717.60	\$1,112.02	\$1,131.09	\$886.84	\$720.38	\$904.49	\$840.61
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	\$578.97	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	\$312.17	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 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$51.27	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$38.87	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$30.42	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.76	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 6)										
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOCC	\$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	UNOCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOCC	\$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	UNOCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC3										
Interoffice Channel - OC3 - per Mile	1LSXX	\$7.35	\$6.38	\$4.37	\$27.97	\$23.89	\$18.35	\$14.10	\$9.75	\$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	\$2,475	\$3,043	\$2,187.00	\$3,390	\$2,990	\$1,892.00	\$2,071	\$2,802	\$2,124
NRC - Ordinarily Combined in GA (Note 5)										
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 (Note 6)										

BELL SOUTHWEST SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KV	LA	MS	NC	SC	TN
NRC-OC-3 COMBINATION - Switch As Is Conversion Charge - 1st	UNOC	\$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	UNOC	\$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	UNOC	\$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	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC12										
Interoffice Channel - OC12 - per Mile	TBA	\$19.26	\$26.91	\$15.05	\$84.58	\$74.44	\$80.42	\$30.38	\$32.52	\$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	\$9.763	\$11.685	\$8.202	\$12.344	\$11.517	\$7.182	\$2.122	\$11.132	\$8.015
NRC - Ordinary Combined in GA (Note 5)										
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	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 (Note 6)										
NRC-OC-12 COMBINATION - Switch As Is Conversion Charge - 1st	UNOC	\$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	UNOC	\$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	UNOC	\$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	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC48										
Interoffice Channel - OC48 - per Mile	TBA	\$30.65	\$34.66	\$25.70	\$136.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	\$11.691	\$12.554	\$11.134	\$18.017	\$14.950	\$11.480	\$1.677	\$867.58	\$11.632
Interoffice Channel - OC12 Interface on OC48 Facility	TBA	\$1.424	\$1.208	\$1.137	\$1.497	\$1.451	\$1.351	\$0.682	\$1.561	\$1.170
NRC - Ordinary Combined in GA (Note 5)										
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	\$539.38	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	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect	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	\$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 O	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge-Manual Svc O	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - Switch As Is Conversion Charge - 1st	UNOC	\$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	UNOC	\$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	UNOC	\$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	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Channelization:										
DS3 Channelization										
DS3 Channelized System per month	MQ3	\$225.36	\$222.61	\$202.91	\$236.32	\$245.84	\$229.30	\$226.81	\$200.01	\$222.98
DS3 Interface per month (DS1 COC)	UC1D1	\$17.22	\$14.51	\$0.67	\$8.52	\$7.55	\$6.58	\$4.61	\$11.99	\$3.91

BELLSOUTH/SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Ordinary Combined In GA (Note 5)										
NRC - DS3 Channelization - 1st	MQ3	NA	NA	\$241.14	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	\$130.02	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
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	SOMAN	NA	NA	\$10.88	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 5)	UNOC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.28	\$54.13
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	UNOC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.28	\$54.13
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - Add'l	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS3 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	\$209.87	\$146.87	\$177.72	\$147.51	\$185.21
OCU-DP(data) Interface card per month (2.4-94Kbs)	1D1D	\$1.66	\$2.22	\$1.08	\$2.94	\$3.12	\$2.88	\$2.88	\$2.34	\$2.48
VG Interface card per month	1D1VG	\$0.8568	\$1.46	\$2.67	\$1.40	\$1.82	\$1.45	\$1.84	\$1.47	\$1.25
2-wire ISDN(BRIE) card per month	UC1CA	\$3.41	\$3.86	\$3.41	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
NRC - Ordinary Combined In GA (Note 5)										
NRC - DS1 Channelization - 1st	MQ1	NA	NA	\$138.85	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Add'l	MQ1	NA	NA	\$92.34	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	1D1D	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP - Add'l	1D1D	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRIE - 1st	UC1CA	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRIE - Add'l	UC1CA	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	SOMAN	NA	NA	\$20.10	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$11.98	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is - Conversion Charge (Note 5)	UNOC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.28	\$54.13
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - 1st	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS1 COMBINATION - Switch As Is - Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$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	\$26.72	\$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 - Ordinary 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	\$3.36	\$3.44	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	\$39.84	\$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

BELLSOUTH/SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS1 DSC Termination with NRC-DS1 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 DS1 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC-DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC-AM Existing Combination "Switch As Is" Conversion Charge (Note 6)	UNOC	\$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 - 1st	UNOC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNOC	\$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	UNOC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Notes :										
1 Discontinued 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										
- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel										
- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS3 Interface Card										
5 The Ordinary Combined in GA NRC applies to new combinations within the State of Georgia.										
6 The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.										
Where the state Commission has adopted rates for the rate elements contained herein, it is the intent of the Parties to reflect such rates in this Exhibit and to apply the same consistent with applicable FCC and Commission rules and orders.										

Attachment 2

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that NewSouth is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. NewSouth also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 2.
- 2.0 Bona Fide Requests ("BFR") are to be used when NewSouth makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when NewSouth makes a request of BellSouth to provide a new or custom capability or function to meet NewSouth's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between NewSouth and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR/NBR shall be submitted in writing by NewSouth and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a NewSouth's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to NewSouth's Account Executive.
- 4.0 NewSouth may cancel a BFR or NBR at any time. If NewSouth cancels the request more than three (3) business days after submitting it, NewSouth shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If NewSouth does not cancel a BFR or NBR, NewSouth shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from NewSouth, BellSouth shall respond to NewSouth by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service

option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, NewSouth must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, NewSouth may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 Unless NewSouth agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.