BELLSOUTH

TENNESSEE REGULATORY AUTH.

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OFFICE OF THE EXECUTIVE SECRETARY

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

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

July 18, 2001

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

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~01-00092~~ 01-00634

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas Communications, LLC 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 Amendment to the Interconnection Agreement dated January 9, 2001. The Amendment replaces Attachment 2 to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Jonathan Harlan, Aeneas Communications, LLC

#179422

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. ~~01-00092~~ 01-00634

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND AENEAS COMMUNICATIONS, LLC PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Aeneas Communications, LLC ("Aeneas") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 9, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and BellSouth state the following:

1. Aeneas and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which replaces Attachment 2 to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The

Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Aeneas 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.

5. Aeneas and BellSouth aver that the Amendment is consistent with the standards for approval.

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

Aeneas and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of July, 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 Amendment to the Interconnection Agreement on the following via United States Mail on the 19th day of July, 2001:

Jonathan Harlan
Aeneas Communications
301 South Church Street
Jackson, TN 38301

Guy M. Hicks

FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS LLC.
DATED JANUARY 09, 2001.

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") Aeneas Communications, LLC ("Aeneas") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 09, 2001 pertaining to the state of Tennessee ("Interconnection Agreement").

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

1. Pursuant to Section 16.2 - General Terms and Conditions of the Interconnection Agreement, the Parties hereby agree to delete in its entirety Attachment 2, including the rate exhibits thereto, and replace same with Attachment 2, including the corresponding rate exhibits applicable to the state of Tennessee. Said replacement Attachment 2, including rate exhibits, is attached hereto as Exhibit "A"

2. Notwithstanding anything to the contrary in the Interconnection Agreement, the Parties hereby agree that the terms and conditions and rates as set forth in Exhibits A of this Amendment shall become effective between the Parties upon execution of this Amendment and shall be applied on a prospective basis from the effective date of this Amendment, and shall not be applied retroactively.

3. The Parties agree that all of the other provisions of the Interconnection Agreement dated January 09, 2001, together with all amendments in effect as of the date of the execution of this Amendment, to the extent not inconsistent with this Amendment, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee State Public Service Commissions or other regulatory body having jurisdiction over the subject matter of this Amendment, 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. Aeneas Communications, LLC

Gk Follensbee

By: Gregory R Follensbee

Title: Senior Director

DATE: 7-5-01

By: [signature]

Title: Jonathan V. Harlan
CEO

DATE: 6-25-01

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Aeneas in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Aeneas. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit C of this Agreement. Additionally, the provision of a particular Network Element or service may require Aeneas to purchase other Network Elements or services.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment Aeneasused in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of Aeneas, and to the extent technically feasible, provide to Aeneas access to its Network Elements for the provision of Aeneas's telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 Aeneas may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Aeneas chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Aeneas to the designated Aeneas collocation space.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 **Rates**

1.6.1 The prices that Aeneas shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Aeneas purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.6.2 Cancellation Charges. If Aeneas cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

1.6.3 Expedite Charges. For expedited requests by Aeneas, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.

1.6.5 If Aeneas modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Aeneas in accordance with FCC No. 1 Tariff, Section 5.

1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2. Unbundled Loops

2.1 **General**

2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to Aeneas's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then Aeneas can use the Special Construction process to request that BellSouth place facilities in order to meet Aeneas's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project

manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The Loop shall be provided to Aeneas in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.6 Aeneas may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Aeneas has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Aeneas shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Aeneas using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 Aeneas is responsible for testing and isolating troubles on the Loops. Aeneas must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, Aeneas will be required to provide the results of the Aeneas test which indicate a problem on the BellSouth provided loop.

2.1.8.2 Once Aeneas has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

2.1.8.3 If Aeneas reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Aeneas for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 Aeneas may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.10 **Order Coordination and Order Coordination-Time Specific**

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

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

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Aeneas must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Aeneas will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

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

2.2.4 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to Aeneas. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Aeneas to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Aeneas will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

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

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

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

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

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

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

2.4 **Unbundled Copper Loops (UCL)**

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

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

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

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

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

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

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

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

voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

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

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Aeneas may request further testing on the UCL-ND.

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

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

2.4.3.6 Aeneas may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

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

2.5.2 BellSouth shall condition Loops, as requested by Aeneas, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Aeneas will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Aeneas can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Aeneas will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.

2.5.4 In those cases where Aeneas has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 Aeneas shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Aeneas desires BellSouth to condition.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

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

2.6.2 BellSouth will select one of the following arrangements:

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

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

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

2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that

separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1.1 BellSouth shall permit Aeneas to connect Aeneas's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 Aeneas may access the end user's customer-premises wiring by any of the following means and Aeneas shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow Aeneas to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. ;

2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Aeneas's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing

laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

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

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

2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Aeneas to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.3 Technical Requirements

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

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Aeneas's NID.

2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. Aeneas may request BellSouth do additional work to the NID on a time and material basis. When Aeneas deploys its own local loops with respect to multiple-line termination devices, Aeneas shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

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

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

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

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

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

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

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Aeneas is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Aeneas's request, then BellSouth will perform the site set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that

follows) to accommodate Aeneas's request for Unbundled Sub-Loops, Aeneas may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Aeneas will have the option to proceed under the SC process to modify the BellSouth facilities.

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

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

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

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

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

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

2.8.3.3 Requirements

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

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

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

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

2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

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

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

2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant

to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

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

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

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

2.8.4 **Unbundled Sub-Loop Feeder**

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

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

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

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

2.8.4.5 Requirements

2.8.4.5.1 Aeneas will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to

provide the sub-loop feeder element to Aeneas. Aeneas will then have the option of paying the special construction charges or canceling the order.

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

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

2.8.5 **Unbundled Loop Concentration (ULC)**

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

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Aeneas at Aeneas's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the Aeneas's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Aeneas may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Aeneas's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Aeneas's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the Aeneas's demarcation point

associated with Aeneas's collocation space within the SWC that serves the RT. USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Aeneas is required to deliver its sub-loops to its own cross-box, remote terminal (RT), or other similar device and deliver a single cable to the BellSouth RT. This cable shall connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow Aeneas's sub-loops to be placed on the ULSC and transported to Aeneas's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Aeneas to utilize Dark Fiber Loops.

2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with Aeneas's collocation space in the end user's serving wire center.

2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 Requirements

2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Aeneas's request subject to time and materials charges.

2.8.7.4.3 Aeneas is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to Aeneas information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from Aeneas.

2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Aeneas within twenty (20) business days after Aeneas submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Aeneas to connect or splice Aeneas provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.8.7.4.6 Aeneas may splice at the end points and test Dark Fiber Loop obtained from BellSouth using Aeneas or Aeneas designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Aeneas (LMU) information so that Aeneas can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Aeneas intends to install and the services Aeneas wishes to provide.

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

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

2.9.1.4 Aeneas may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by <customer_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Aeneas's ability to provide advanced data services over the ordered loop type. Further, if Aeneas orders

loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Aeneas is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Aeneas may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop from the mechanized LMUSI process, if Aeneas needs further loop information in order to determine loop service capability, Aeneas may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, <customer_name>> may reserve up to ten Loop facilities. For a Manual LMUSI, Aeneas may reserve up to three Loop facilities.

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

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

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Aeneas will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Aeneas does not reserve facilities upon an initial LMUSI, Aeneas will be required to submit and pay for an additional LMUSI upon ordering.

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

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Aeneas access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

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

3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to Aeneas in accordance with the Unbundled Loop Modification process set forth in Section 2.2 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If Aeneas requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, Aeneas shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide Aeneas with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Aeneas must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. Aeneas may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of Aeneas's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

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

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

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

3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Aeneas desires to continue providing xDSL service on such Loop, Aeneas shall be required to purchase a full stand-alone Loop unbundled network element. To the

extent commercially practicable, BellSouth shall give Aeneas notice in a reasonable time prior to disconnect, which notice shall give Aeneas an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Aeneas purchases the full stand-alone Loop, Aeneas may elect the type of loop it will purchase. Aeneas will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit C to this Attachment. In the event Aeneas purchases a voice grade Loop, Aeneas acknowledges that such Loop may not remain xDSL compatible.

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

3.2.2 **Ordering**

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

3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Aeneas submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Aeneas with access to the High Frequency Spectrum at the following target intervals:

3.2.2.3 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.2.2.4 BellSouth will provide to Aeneas BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

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

3.2.2.6 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Aeneas's data.

3.2.3 **Maintenance and Repair**

3.2.3.1 Aeneas shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. Aeneas may access the loop at the point where the combined voice and data signal exits the central office splitter.

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

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

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

3.2.3.5 In the event Aeneas's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Aeneas and allow twenty-four (24) hours to cure the trouble. If Aeneas fails to resolve the trouble, BellSouth may discontinue Aeneas's access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting**.

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Aeneas, the Parties shall amend this Agreement to incorporate the same.

4. Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Aeneas for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Aeneas for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the NBR/BFR process.

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

4.2.3 In the event that Aeneas orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Aeneas the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Aeneas's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that Aeneas purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Aeneas local end user, or originated by a BellSouth local end user and terminated to an Aeneas local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated

through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Aeneas the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Aeneas shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.7 Where Aeneas purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Aeneas end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Aeneas the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Aeneas shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Aeneas the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.9 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Aeneas shall not bill BellSouth originating or terminating switched access for such calls.

4.2.10 **Unbundled Port Features**

4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.10.4 BellSouth will provide to Aeneas selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Aeneas will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.2.11 **Provision for Local Switching**

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

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

4.2.11.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Aeneas all AIN triggers in connection with its SMS/SCE offering.

4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Aeneas.

4.2.12 **Local Switching Interfaces.**

4.2.12.1 Aeneas shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit C. BellSouth shall provide the following local switching interfaces:

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

4.2.12.1.2 Coin phone signaling;

4.2.12.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

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

4.2.12.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

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

4.2.12.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 Technical Requirements

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

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

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Aeneas and BellSouth;

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

4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;

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

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Aeneas.

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

4.3.2.4 Tandem Switching shall process originating toll-free traffic received from Aeneas's local switch.

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

4.3.3 Upon Aeneas's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Aeneas's traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Aeneas. AIN Selective Carrier Routing will provide Aeneas with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Aeneas shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by Aeneas, the routing of Aeneas's end user calls shall be pursuant to information provided by Aeneas and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Aeneas shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each Aeneas end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment. Aeneas shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B,

AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Aeneas's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Aeneas, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The non-recurring End Office Establishment Charge will be billed to Aeneas following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to Aeneas following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Aeneas following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

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

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

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Aeneas seeks to offer;

4.5.2.3 BellSouth has not permitted Aeneas to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Aeneas obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

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

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

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

5. Unbundled Network Element Combinations

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

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

5.3 **Enhanced Extended Links (EELs)**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Aeneas's POP serving wire center. The circuit must be connected to Aeneas's switch for the purpose of provisioning telephone exchange service to Aeneas's end-user customers. The EEL will be connected to Aeneas's facilities in Aeneas's collocation space at the POP SWC, or Aeneas may purchase BellSouth's access facilities between Aeneas's POP and Aeneas's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to Aeneas in Georgia and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Aeneas those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to Aeneas in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL;

Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to Aeneas only to the extent such network elements are Currently Combined.

5.3.4 **EEL Combinations**

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

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

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

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

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

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

5.3.5.1 Aeneas may not convert special access services to combinations of loop and transport network elements, whether or not Aeneas self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Aeneas uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Aeneas requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Aeneas shall provide to BellSouth a letter certifying that Aeneas is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Aeneas seeks to qualify for conversion of special access circuits. Aeneas shall be deemed to be providing a

significant amount of local exchange service over such combinations if one of the following options is met:

5.3.5.2 Aeneas certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Aeneas's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Aeneas is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Aeneas can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.5.3 Aeneas certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Aeneas's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.5.4 Aeneas certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Aeneas does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.5.5 In addition, there may be extraordinary circumstances where Aeneas is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Aeneas 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 Aeneas's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.5.6 BellSouth may at its sole discretion audit Aeneas records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Aeneas shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Aeneas shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Aeneas is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Aeneas.

5.3.5.7 Aeneas may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

5.3.6.1 Georgia and Tennessee

5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.6.1.3 To the extent that Aeneas 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, Aeneas, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.6.2 All Other States

5.3.6.2.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of

the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In the state of Georgia and Tennessee, BellSouth shall make available to Aeneas, in accordance with Section 5.7.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Aeneas, in accordance with Section 5.7.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia and Tennessee

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

5.4.2.1.3 To the extent that Aeneas 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, Aeneas, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to Aeneas a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Aeneas will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.4.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available Currently Combined UNE port/loop combinations in all BellSouth states and Not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.4 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Aeneas if Aeneas's customer has 4 or more DS0 equivalent lines.

5.6.5 Combination Offerings

5.6.5.1 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.

5.6.5.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Aeneas.

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

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.2 BellSouth shall:

6.1.2.1 Provide Aeneas exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

6.1.2.3 Permit, to the extent technically feasible, Aeneas to connect such interoffice facilities to equipment designated by Aeneas, including but not limited to, Aeneas's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, Aeneas to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the, dedicated transmission path between Aeneas's Point of Presence("POP") and Aeneas's collocation space in the BellSouth Serving Wire Center for Aeneas's POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Aeneas.

6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Aeneas designated traffic.

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

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

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3; and

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

6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Aeneas shall specify the termination points for Dedicated Transport..

6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.2.7 BellSouth Technical References:

6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.2.7.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.2.7.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Aeneas may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

6.3.2.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.

6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.3.4 Technical Requirements

6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the Aeneas 's channelization equipment must adhere strictly to form and protocol standards. Aeneas must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.4.2 DS0 to DS1 Channelization

6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.

6.3.4.3 DS1 to DS3 Channelization

6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Aeneas to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by

all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport is there are none available.

6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Aeneas's request subject to time and materials charges.

6.4.3.3 Aeneas is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to Aeneas information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Aeneas. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Aeneas within twenty (20) business days after Aeneas submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Aeneas to connect or splice Aeneas provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.4.3.6 Aeneas may splice at the end points and test Dark Fiber Loop obtained from BellSouth using Aeneas or Aeneas designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

7. BellSouth Switched Access ("SWA") 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Aeneas's option, 8XX TFD

Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Aeneas.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8. Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Aeneas must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

8.2.1 BellSouth will offer to Aeneas any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.2 BellSouth shall process Aeneas's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Aeneas what additional functions (if any) are performed by LIDB in the BellSouth network.

8.2.3 Within two (2) weeks after a request by Aeneas, BellSouth shall provide Aeneas with a list of the customer data items, which Aeneas would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

8.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

8.2.7 All additions, updates and deletions of Aeneas data to the LIDB shall be solely at the direction of Aeneas. Such direction from Aeneas will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

8.2.8 BellSouth shall provide priority updates to LIDB for Aeneas data upon Aeneas's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Aeneas customer records will be missing from LIDB, as measured by Aeneas audits. BellSouth will audit Aeneas records in LIDB against DBAS to identify record mismatches and provide this data to a designated Aeneas contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Aeneas within one business day of audit. Once reconciled records are received back from Aeneas, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Aeneas to negotiate a time frame for the updates, not to exceed three business days.

8.2.10 BellSouth shall perform backup and recovery of all of Aeneas's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

8.2.11 BellSouth shall provide Aeneas with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Aeneas and BellSouth.

8.2.12 BellSouth shall prevent any access to or use of Aeneas data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Aeneas in writing.

8.2.13 BellSouth shall provide Aeneas performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Aeneas at least at parity with BellSouth Customer Data. BellSouth shall obtain from Aeneas the screening information associated with LIDB Data Screening of Aeneas data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available,

BellSouth shall offer it to Aeneas under the BFR/NBR as set forth in General Terms and Conditions.

8.2.14 BellSouth shall accept queries to LIDB associated with Aeneas customer records, and shall return responses in accordance with industry standards.

8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.3 Interface Requirements

8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

8.3.3 2The CCS interface to LIDB shall be the standard interface described herein.

8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9. Signaling

9.1 BellSouth shall offer access to signalling and access to BellSouth's signalling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signalling systems and databases. Available signalling elements include signalling links, signal transfer points and service control points. Signalling functionality will be available with both A-link and B-link connectivity.

9.2 **Signalling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Aeneas-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following 2 ways:

9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.4.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.2.5 Interface Requirements

9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at the Aeneas designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.3 **Signalling Transfer Points (STPs)**

9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Aeneas local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Aeneas local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Aeneas or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Aeneas database, then Aeneas agrees to provide BellSouth with the Destination Point Code for the Aeneas database.

9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); andSCCP Routing Verification Test (SRVT).

9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Aeneas or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

9.4.1 When technically feasible and upon request by Aeneas, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Aeneas SS7 network to exchange TCAP queries and responses with a Aeneas SCP.

9.4.2 SS7 AIN Access shall provide Aeneas SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Aeneas SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Aeneas SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect Aeneas or Aeneas-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Aeneas local switching systems; and,

9.4.3.1.2 A B-link interface from Aeneas local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Aeneas local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Aeneas switching system has a valid signaling relationship.

9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Aeneas local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Aeneas switching system has a valid signaling relationship.

9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Aeneas from any signaling point or network interconnected through BellSouth's SS7 network where the Aeneas SCP has a valid signaling relationship.

9.5 **Service Control Points/Databases**

9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 SS7 Network Interconnection is the interconnection of Aeneas local signaling transfer point switches or Aeneas local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Aeneas local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Aeneas or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.3 If traffic is routed based on dialed or translated digits between a Aeneas local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Aeneas local signaling transfer point switches and BellSouth or other third-party local switch.

9.7.4 SS7 Network Interconnection shall provide:

9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Aeneas local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Aeneas local STPs, and shall not include SCCP Subsystem Management of the destination.

9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.

9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

9.7.9 Interface Requirements

9.7.9.1 The following SS7 Network Interconnection interface options are available to connect Aeneas or Aeneas-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

9.7.9.1.1 A-link interface from Aeneas local or tandem switching systems; and

9.7.9.1.2 B-link interface from Aeneas STPs.

9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.9.5 BellSouth shall set message screening parameters to accept messages from Aeneas local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Aeneas switching system has a valid signaling relationship.

10. Operator Service and Directory Assistance

10.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

10.2 Upon request for BellSouth Operator Services, BellSouth shall:

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to Aeneas end user's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing Aeneas local end users the same IXC access as provided to BellSouth end users.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to Aeneas that BellSouth provides for its own operator service.

10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Aeneas.

10.2.15 Provide call records to Aeneas in accordance with ODUF standards specified in Attachment 7.

10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 **Directory Assistance Service**

10.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Aeneas's end user, BellSouth shall provide caller-

optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 **Directory Assistance Service Updates**

10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

10.3.3.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to Aeneas end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Aeneas to have its calls custom branded with Aeneas's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to Aeneas when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where Aeneas resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route Aeneas's end user calls to that provider through Selective Carrier Routing.

10.4.4 **For Resellers and Use with an Unbundled Port**

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

10.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1 and certain PBX services.

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

10.4.4.4 BellSouth Branding is the Default Service Level.

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

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

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

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

10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Aeneas must have its Operating Company Number ("OCN(s)") and telephone numbers reside in

BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Aeneas must submit a manual order form which requires, among other things, Aeneas's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Aeneas shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Aeneas's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Aeneas end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

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

10.4.5 **For Facilities Based Carriers**

10.4.5.1 All Service Levels require Aeneas to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Aeneas requires service.

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of Aeneas;

10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of Aeneas;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Aeneas end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Aeneas agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Aeneas agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide Aeneas with a Base File of subscriber listings which reflect all listing change activity occurring since Aeneas's most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from Aeneas to prepare the Base File.

10.5.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since Aeneas's previous update. Delivery of updates will commence immediately after Aeneas receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Aeneas mutually develop CONNECT: Direct ™ electronic connectivity. Aeneas will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 Aeneas authorizes the inclusion of Aeneas Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Aeneas's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Aeneas to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11. Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Aeneas a data link to the ALI/DMS database or permit Aeneas to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Aeneas after Aeneas inputs end user information into the ALI/DMS database. Alternately, Aeneas may request that BellSouth enter Aeneas 'send user information into the database, and validate end user information.

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Aeneas requests otherwise and shall be updated if Aeneas requests, provided Aeneas supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.2.5 Interface Requirements

11.2.5.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Aeneas end users shall meet industry standards.

12. Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Aeneas the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Aeneas shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than

60 days prior to Aeneas's access to BellSouth's CNAM Database Services and shall be addressed to Aeneas's Account Manager.

12.3 BellSouth's provision of CNAM Database Services to Aeneas requires interconnection from Aeneas to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Aeneas shall provide its own CNAM SSP. Aeneas's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

12.5 If Aeneas elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Aeneas desires to query.

12.6 If Aeneas queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

12.7 The mechanism to be used by Aeneas for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Aeneas in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Aeneas to provide accurate information to BellSouth on a current basis.

12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

12.9 Aeneas CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth

CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

13. Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Aeneas the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Aeneas. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect Aeneas service logic and data from unauthorized access.

13.4 When Aeneas selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Aeneas to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.4.1 Aeneas access will be provided via remote data connection (e.g., dial-in, ISDN).

13.4.2 BellSouth shall allow Aeneas to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14. Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to Aeneas a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Aeneas will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Aeneas will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Aeneas will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. Aeneas shall install a minimum of two dedicated trunks originating from the Aeneas serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Aeneas will be required to provide BellSouth daily updates to the E911 database. Aeneas will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Aeneas will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Aeneas shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Aeneas beyond applicable charges for BellSouth trunking arrangements.

14.5 Basic 911 and E911 functions provided to Aeneas shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Aeneas to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which Aeneas may submit LSRs electronically.

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

15.2 LSRs submitted by means of one of these electronic 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	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

15.3 Denial/Restoral OSS Charge

15.3.1 In the event Aeneas 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.

15.4 Cancellation OSS Charge

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

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

15.4.3 Network Elements and Other Services Manual Additive

15.4.3.1 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 Exhibit B.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number that Aeneas creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by Aeneas.

C. Special billing number - a ten-digit number that identifies a billing account established by Aeneas.

D. Calling Card number - a billing number plus PIN number.

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

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas.

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

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

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aeneas.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas and pursuant to which BellSouth, its LIDB customers and Aeneas shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aeneas's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Aeneas understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Aeneas's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the

Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

a. BellSouth is authorized to use the billing number information to determine whether Aeneas has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

a. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

a. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas of fraud alerts so that Aeneas may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by Aeneas pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Aeneas for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Aeneas's data from BellSouth's data, the following terms and conditions shall apply:

1. Aeneas will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Aeneas's End User accounts which are resident in LIDB pursuant to this Agreement. Aeneas authorizes BellSouth to place such charges on Aeneas's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.

3. Aeneas shall have the responsibility to render a billing statement to its End Users for these charges, but Aeneas shall pay BellSouth for the charges billed regardless of whether Aeneas collects from Aeneas's End Users.

4. BellSouth shall have no obligation to become involved in any disputes between Aeneas and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Aeneas. It shall be the responsibility of Aeneas and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. Aeneas will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.

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

V. Fees for Service and Taxes

A. Aeneas will not be charged a fee for storage services provided by BellSouth to Aeneas, as described in Section I of this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing

jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES: Rec	RATES: Nonrecurring First	RATES: Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES: Svc Order Submitted Elec per LSR	OSS RATES: Svc Order Submitted Manually per LSR	OSS RATES: Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS RATES: Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS RATES: Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS RATES: Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.														
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	$15.92	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	$20.79	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	$27.18	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Engineering Information Document (EI)			UEANL			$28.80	$28.80								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		$36.46	$36.46								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		$34.29	$34.29								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	$42.17	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	$22.00	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	$29.02	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	$37.95	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		$34.29									
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	$21.15	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	$27.62	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	$36.12	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	$13.82	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	$18.05	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	$23.60	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	1	1	UAL	UAL2W	$13.82	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	1	2	UAL	UAL2W	$18.05	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES Rec	RATES Nonrecurring First	RATES Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES Svc Order Submitted Elec per LSR SOMEC	OSS RATES Svc Order Submitted Manually per LSR SOMAN	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	$23.6	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$34.29									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	$10.83	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	$14.15	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	$18.50	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	$10.83	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	$14.15	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	$18.50	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	$13.93	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	$18.20	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	$23.80	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	$13.93	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	$18.2	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	$23.80	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	$57.73	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	$75.40	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	$98.59	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	
		Order Coordination for Specified Conversion Time			USL	OCOSL		$34.59									
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	$31.1	$207.01	$141.38	$90.7				$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	$40.61	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	$53.11	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29									
		2-WIRE Unbundled COPPER LOOP															
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	I	sw	UCL	UCLPB	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCLPW	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	

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							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	SW	UCL	UCL2L	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	SW	UCL	UCL2W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	$13.19	$31.99	$20.02	$10.65	$1.41		$19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	$17.23	$31.99	$20.02	$10.65	$1.41		$19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	$22.53	$31.99	$20.02	$10.65	$1.41		$19.99				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		$36.46	$36.46								
		Engineering Information Document			UEQ			$28.80	$28.80								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		$78.92	$78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		$23.33	$23.33								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	I	SW	UCL	UCL4S	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide	I	SW	UCL	UCL4W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	SW	UCL	UCL4L	$12.15	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	SW	UCL	UCL4O	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ	ULM2L		$65.40	$65.40								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL	ULM2G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		$65.40	$65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF	ULMBT		$65.44	$65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		$517.25	$517.25					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		$42.68	$42.68					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		$313.01	$313.01					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		$108.06	$108.06					$20.35	$10.54	$13.32	$13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		SW	UEANL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	$7.30	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	$9.54	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	$12.47	$147.93	$75.11	$99.96	$16.98		$19.99		$13.32		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	$1.35	$94.56	$29.35	$94.41	$13.09		$19.99			$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	$2.26	$116.14	$37.10	$99.96	$16.98		$19.99			$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	~~$6.16~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	~~$6.74~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	~~$8.81~~	~~$110.71~~	~~$37.89~~	~~$94.41~~	~~$13.09~~		~~$19.99~~				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	~~$6.52~~	~~$117.12~~	~~$44.30~~	~~$99.06~~	~~$16.98~~		~~$19.99~~				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	~~$8.62~~	~~$117.12~~	~~$44.30~~	~~$99.06~~	~~$16.98~~		~~$19.99~~				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	~~$11.14~~	~~$117.12~~	~~$44.30~~	~~$99.06~~	~~$16.98~~		~~$19.99~~				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		$517.25									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		$42.68	$42.68								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		$531.04	$11.34								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade-Statewide		sw	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	$21.52	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	$28.11	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	$36.76	$137.31	$61.93	$118.04	$30.13		$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	$21.52	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	$28.11	$137.31	$61.93	$118.04	$30.13		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	$36.76	$137.31	$61.93	$118.04	$30.13		$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	$16.11	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	$21.04	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	$27.51	$142.83	$67.45	$104.64	$18.53		$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	$16.11	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	$21.04	$142.83	$67.45	$104.67	$18.53		$19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	$27.51	$142.83	$67.45	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	$39.74	$116.000	$40.62	$106.82	$18.91		$19.99				
		Unbundled Sub-Loop Feeder, 4-Wire DS1 - Zone 2		2	USL	USBFG	$51.9	$116.000	$40.62	$106.82	$18.91		$19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	$67.86	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	$9.52	$114.27	$38.89	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	$12.43	$114.27	$38.89	$104.64	$18.53		$19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	$16.26	$114.27	$38.89	$104.64	$18.53		$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	$14.37	$123.41	$48.03	$110.44	$22.53		$19.95				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	$18.76	$123.41	$48.03	$110.44	$22.53		$19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	$24.53	$123.41	$48.03	$110.44	$22.53		$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	UBSFN	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	$34.03	$116.000	$40.62	$106.82	$18.91	$3.5	$19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	$44.5	$116.000	$40.62	$106.82	$18.91	$3.5	$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	$34.03	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	$44.5	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	$34.03	$116.000	$40.62	$106.82	$18.91		$19.99				

							RATES				OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	$44.5	$116.000	$40.62	$106.82	$18.91		$19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		$34.29									
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		$335.35	$7.82				**$19.99**				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		$335.36	$7.82				**$19.99**				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		$528.48	$9.74				**$19.99**				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	$0.45	$2.48	$2.48				$19.99				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		$89.69	$54.56								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		$129.65	$94.51								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		$0.74	$0.74				$19.99				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		$0.74	$0.74				$19.99				
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	$307.07	$307.34	$74.37	$4.18		$3.50		$20.35	$10.54	$13.32	
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50		$20.35	$10.54	$13.32	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	$500.18	$613.6	$613.6								
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	$54.82	$255.67	$255.67								
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	$539.	$613.6	$613.6								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	$92.37	$255.67	$255.67								
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	$6.23	$74.39	$53.07	$30.23	$8.46						
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	$8.46	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	$8.46	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	$2.32	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	$12.45	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface			UEA	ULCC4	$7.53	$8.69	$8.65	$9.71	$9.65					$13.32	
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	$35.77	$8.69	$8.65	$9.71	$9.65					$13.32	
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	$11.03	$8.069	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	$11.03	$8.69	$8.65	$9.71	$9.65						
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	$11.03	$8.69	$8.65	$9.71	$9.65						
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE NTW	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,U DN,UEA,UHL,ULC	UNECN	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	$0.0	$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	$0.0	$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	$0.0	$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	$9.19										

BELLSOUTH / Aeneas RATES
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							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	$374.24	$595.67	$304.5	$234.83	$170.16	$3.5		$36.84	$36.84	$19.01	$19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	$389.35	$595.37	$304.5	$215.82	$151.15	$3.5		$36.84	$36.84	$19.01	$19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual). **	I		UMK	UMKLW		$100.00	$100.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual). **	I		UMK	UMKLP		$100.00	$100.00								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized) **	I					$0.6888	$0.6888								
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	$100.00	$150.00	$0.0	$150.00	$0.0	$0.0	$0.0				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	$25.00	$150.00	$0.0	$150.00	$0.0	$0.0	$0.0				
		Line Sharing - per Line Activation	I		ULS	ULSDC	$0.61	$40.00	$21.39	$35.06	$10.79	$0.0		$20.35	$10.54	$13.32	$13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		$30.00	$15.00					$20.35	$10.54		
UNBUNDLED TRANSPORT																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					$0.0000064										
		Common Transport - Facilities Termination Per MOU					$0.0003871										
	NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	$24.09	$37.87	$26.02	$30.78	$13.07	$3.5		$15.08	$15.08	$8.66	$8.66
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	$18.53	$55.39	$17.37	$27.96	$3.51	$3.5		$20.35	$21.09	$9.80	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	$0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	$77.83	$112.40	$76.27	$19.55	$14.99	$3.5		$20.35	$21.09	$9.80	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	$848.99	$395.29	$176.56	$109.04	$105.91	$3.50		$36.84	$36.84	$19.01	$19.01
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES $OMEC	$OMAN	$OMAN	$OMAN	$OMAN	$OMAN
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	$849.30	$395.29	$176.53	$109.04	$105.91	$3.50		$36.84	$36.84	$19.01	$19.01
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	$19.02	$199.33	$24.16	$54.81	$4.8	$3.5		$20.35	$10.54	$13.3	$13.3
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	$19.02	$199.33	$24.16	$54.81	$4.8	$3.5		$20.35	$10.54	$13.3	$13.3
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	$20.56	$201.53	$24.83	$55.52	$5.51	$3.5		$20.35	$20.35	$13.3	
		Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1	$40.99	$277.35	$233.26	$33.16	$22.3	$3.5		$45.68	$1.76	$21.75	$1.76
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	$611.3	$595.37	$304.5	$215.82	$151.15	$3.50		$36.84	$36.84	$19.01	$19.01
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	$599.59	$595.37	$611.3	$304.5	$215.82	$3.50		$36.84	$36.84	$19.01	$19.01
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	$80.77	$141.67	$77.11	$44.47	$42.62	$3.5		$20.35	$9.8	$11.49	$1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	$1.82	$6.07	$4.66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	$3.10	$6.07	$4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	$.91	$6.07	$4.66								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23	$3.5		$20.35	$9.8	$11.49	$1.18
		STS1 to DS1 Channel System per month			UXTS1	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23	$3.5		$20.35	$9.80	$11.49	$1.18
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	$17.58	$6.07	$4.66								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	$53.23										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		$1,219.22	$169.75	$453.22	$339.34	$3.5					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	$53.23										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		$1,219.22	$169.75	$453.22	$339.34	$3.5		$0.00	$0.00	$0.00	$0.00
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	$53.23										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		$1,219.22	$169.75	$453.22	$339.34	$3.5		$0.00	$0.00	$0.00	$0.00
TRANSPORT OTHER																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		$185.16	$23.85	$2.03	$0.79	$3.50		$29.33	$3.93		
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		$185.16	$23.85	$2.03	$0.79	$3.50		$29.33	$3.93		
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		$0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		$5.21	$0.76					$20.35			
		8XX Access Ten Digit Screening, Per 8XX No Established W/O POTS Translations			OHD			$11.47	$1.46	$7.34	$0.7602			$20.35		$13.28	
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		$11.47	$1.46	$7.34	$0.7602			$20.35		$13.28	
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		$4.47	$2.24								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		$5.23	$3.00								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		$5.97	$0.76					$20.35			
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		$4.47									
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query				OQT	$0.0000354										
		LIDB Validation Per Query				OQU	$0.0117403										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LIDB Originating Point Code Establishment or Change						$49.03						$20.35			
SIGNALING (CCS7)																	
	—	CCS7 Signaling Termination, Per STP Port					$138.41										
		CCS7 Signaling Usage, Per TCAP Message					$0.0000916										
		CCS7 Signaling Connection, Per link (A link)					$17.84	$130.84						$20.35			
		CCS7 Signaling Connection, Per link (B link) (also known as D link)					$17.84	$130.84						$20.35			
		CCS7 Signaling Usage, Per ISUP Message					$0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA					$352.30							$20.35			
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query					$0.016										
		CNAM for Non DB Owners, Per Query					$0.01										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		$595.00									
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					$1.2										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					$1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					$0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					$0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					$1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					$1.95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		$7,000.00	$7,000.00	$9.61	$9.61						
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		$500.00	$500.00			$3.50					
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					$0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					$0.1										
	UNBRANDING																
	DIRECTORY TRANSPORT																
		Directory Transport - Local Channel DS1					$133.81	$868.97	$486.83			$3.5					
	—	Directory Transport - DS1 Level Interoffice Per Mile					$23.00					$3.5					
		Directory Transport - DS1 Level Interoffice Per Facility Termination					$90.00	$100.49	$100.49			$3.5					
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					$0.04										
		Directory Assistance Data Base Service, per month				DBSOF	$150.00										
BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		$3,000.00	$3,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		$690.00	$690.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		$179.60	$179.6					$30.89	$7.03		
VIRTUAL COLLOCATION																	
		Virtual Collocatin - DS1 Cross Connects			USL,ULC	CNC1X	$1.319	$32.22	$17.76	$10.46	$8.75						

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							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		$391,788.00	##########								
		End Office Establishment			SRC	SRCEO		$320.53	$320.53								
		Line/Port NRC, per end user			SRC	SRCLP		$2.06	$2.06								
		Query NRC, per query			SRC			$0.000448									
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		$135.56					$19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		$41.75									
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		$41.75									
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		$96.63									
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		$113.67									
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					$0.0024										
		AIN SMS Access Service - Session, Per Minute					$0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					$2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		$132.04					$19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		$7,915									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		$31.21									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		$85.24									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		$85.24									
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		$85.24									
		AIN Toolkit Service - Query Charge, Per Query					$.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					$.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					$1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	$17.43	$33.52									
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	$0.1321116	$36.23									
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	$17.35	$33.52									
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	$0.0511435	$36.23									
ODUF/EDOUF/ADUF/CMDS																	
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message					$0.0000044										
		ODUF: Message Processing, per message					$0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					$52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					$0.0000339										
ENHANCED EXTENDED LINK (EELs)																	

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES Rec	RATES Nonrecurring First	RATES Nonrecurring Add'l	RATES Nonrecurring Disconnect First	RATES Nonrecurring Disconnect Add'l	OSS RATES Svc Order Submitted Elec per LSR	OSS RATES Svc Order Submitted Manually per LSR	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLl; Nashville, TN; New Orleans, LA;															
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As Is Charge.)															
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire VG Loop(SL2)/DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		First 2-Wire VG Grade Loop(SL2)/DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86	$3.5	$19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.50		$31.26	$10.42		
		DS1 Channelization System Per Month			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	$0.91	$5.7	$4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$0.91	$5.7	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$15.92	$108.76	$35.47	$72.94	$10.86	$3.5		$31.28	$10.42		
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$20.78	$108.76	$35.47	$72.94	$10.86	$3.50		$31.28	$10.42		
		First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$27.18	$108.76	$35.47	$72.94	$10.86	$3.50		$31.28	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.25	$5.7	$4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$15.92	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$20.78	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$27.18	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.25	$5.7	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		First 4-wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$165.21	$214.52	$49.95	$75.98	$13.6						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs)			UNCDX	1D1DD	$0.91	$5.7	$4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	$0.3562	$6.07	$4.66								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.2	$113.12	$70.07	$30.90	$3.5		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$165.21	$214.5	$49.95	$75.98	$13.60						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	$0.91	$5.70	$4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9	$3.5		$31.26	$10.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.86	$3.5		$31.26	$10.42		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	$0.91	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	$57.73	$228.4	$161.74	$79.87	$24.88	$3.5		$31.26	$10.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	$75.4	$228.	$161.74	$79.9	$24.88	$3.5		$31.26	$10.42		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	$98.59	$228.	$161.74	$79.9	$24.88	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.90	$3.50		$31.26	$10.42		

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES Rec	RATES Nonrecurring First	RATES Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS RATES Svc Order Submitted Elec per LSR	OSS RATES Svc Order Submitted Manually per LSR	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-1st	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Add'l	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	OSS RATES Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$240.23	$180.87	$106.78	$45.24	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	$646.77	$428.1	$153.81	$64.43	$35.43	$3.5		$31.26	$10.42		
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	$431.18	$319.48	$126.63	$45.53	$17.05						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.53	$6.52	$2.58								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.8	$45.24	$3.5	$0.00				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$240.	$180.87	$106.8	$45.24	$3.5	$0.00				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$240.230	$180.87	$106.8	$45.24	$3.5	$0.00				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.53	$6.52	$2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$0.00				
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$75.33	$108.76	$35.47	$72.94	$10.86						
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86						
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86						
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	$121.79	$79.86	$44.06	$69.32	$31.00	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$24.7	$108.75	$35.47	$72.94	$10.85						
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$32.25	$108.75	$35.47	$72.94	$10.85						
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$42.17	$108.75	$35.47	$72.94	$10.85						
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0174										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	$27.3	$79.83	$44.06	$69.32	$31.00	$3.5		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	$581.67	$240.23	$180.87	$106.78	$45.24						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Terminationper per month			UNC3X	U1TF3	$646.77	$428.01	$153.81	$64.43	$35.43	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	$602.75	$240.23	$180.67	$106.78	$45.24						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	$641.1	$428.01	$153.81	$64.43	$35.43	$3.50		$31.26	$10.42		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	$26.93	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	$33.73	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		First 2-Wire ISDN Loop/DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	$42.66	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	$0.3562										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9	$3.50		$31.26	$10.42		
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	$165.21	$49.95	$75.98	$13.6							
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	$3.1	$6.16	$0.6								
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	$26.93	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	$33.73	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	$42.66	$108.76	$35.47	$72.94	$10.86	$3.50		$31.26	$10.42		
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	$3.1	$6.16	$0.6								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$228.4	$113.12	$79.67	$24.88	$3.5		$31.26	$10.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	$849.3	$426.01	$153.61	$64.43	$35.43	$3.5		$31.26	$10.42		
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	$229.98	$428.01	$153.81	$64.43	$25.43						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$5.7	$4.42								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$228.400	$113.12	$79.7	$24.88	$3.5		$31.26	$10.42		
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.1	$108.76	$35.47	$72.94	$10.86						
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86						
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9						

BELLSOUTH / Aenees RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	$22.1	$58.54	$38.32	$13.98	$8.59	$3.50	$19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9						
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$35.47	$35.47	$72.94	$10.9						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	$22.1	$58.54	$38.32	$13.98	$8.59	$3.50	$19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (SynchroNet)															
		Node per month			UNCDX	UNCNT	$17.11										
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12	$3.5	$19.99				
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	$19.02										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	$20.56										
		Local Channel - Dedicated - DS1 Per Month			UNC1X	ULDF1	$40.00										
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	$611.3										
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNCSX	ULDFS	$599.59										

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.4
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSR	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	$0.0	$0.0	$0.0			$3.5		$20.35	$10.54	$13.32	$1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSB	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	$0.0	$0.0	$0.0			$3.50		$20.35	$10.54	$13.32	$1.4

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		EXCHANGE PORT RATES (DID & PBX)															
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	$8.97	$47.75	$47.01	$9.21	$8.47			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04						
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	$16.26	$30.23	$29.49	$4.10	$4.10			$41.43	$42.17	$9.80	$9.80
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	$0.00	$0.00	$0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	$75.04	$148.66	$147.18	$38.46	$36.98			$40.69	$42.17	$9.07	$10.54
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSP	USASC	$0.0	$0.0	$0.0			$3.5	$19.99				
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	$0.00	$0.0	$0.0			$3.5		$20.35	$10.54	$13.32	$1.4
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					$2.11	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					$0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					$0.0009778										
	Common Transport																
		Common Transport - Per Mile, Per MOU					$0.0000064										
		Common Transport - Facilities Termination Per MOU					$0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
		Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
		Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
		For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	$1.7							$30.89	$7.03		

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (F2R)			UEPRX	UEPAK	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (TACER)			UEPRX	UEPAL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (TACSR)			UEPRX	UEPAM	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (1MF2X)			UEPRX	UEPAN	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID res (2MR)			UEPRX	UEPAO	$1.7							$30.89	$7.03		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$1.7							$30.89	$7.03		
	FEATURES																
		All Features Offered			UEPRX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	$0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	$1.7							$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	$1.7							$30.89	$7.03		
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	$1.7							$30.89	$7.03		

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	$0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-Is			UEPBX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						$3.5		$30.89	$7.03		
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	$21.32										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	$1.7							$30.89	$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	$3.5										
		FEATURES															
		All Features Offered			UEPRG	UEPVF	$0.0	$0.0	$0.0			$3.5		$30.89	$7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$14.64	$14.64			$3.5	$19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		~~UNE Loop Rates~~															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	$12.48										

							RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	$1.7							$30.89	$7.03		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	$1.7							$30.89	$7.03		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	$1.7							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	$3.15										
	FEATURES																
		All Features Offered			UEPPX	UEPVF	$0.00	$0.0	$0.0			$3.5		$30.89	$7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	$0.0	$0.0	$0.0			$3.5	$19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$14.64	$14.64			$3.5	$19.99				
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					$14.36										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$18.19										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$23.20										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$21.32										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic 1st	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	$1.88							$30.89	$7.03		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	$1.88							$30.89	$7.03		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	$1.88							$30.89	$7.03		
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	$3.45	$0.0	$0.0								
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.0	$0.0			$3.5		$30.89	$7.03		
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			$18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			$19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			$24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	$9.60	$75.06	$48.20	$28.70	$17.64		$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	$11.09	$75.06	$48.20	$28.70	$17.61		$19.99				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	$16.00	$75.06	$48.20	$28.70	$17.64		$19.99				
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	$8.78	$47.75	$47.01	$9.21	$8.47		$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		$8.76	$5.75				$19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		$8.76	$5.75				$19.99				
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	$0.00	$0.00	$0.00				$19.99				
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	$0.00	$0.00	$0.00				$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	$0.00	$0.00	$0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	$3.15										
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	$32.27										

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		$34.78										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		$44.32										
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	$16.20	$142.76	$88.88	$76.35	$39.16						
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	$18.71	$142.76	$88.88	$76.35	$39.16		$19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	$28.25	$142.76	$88.88	$76.35	$39.16		$19.99				
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	$16.07	$30.23	$29.49				$19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	$0.0	$117.23	$117.23				$19.99				
		ADDITIONAL NRCs															
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy - Non Feature/Add Trunk			UEPPB UEPPR	USASB		$212.88									
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	$0.35	$0.00	$0.00								
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCB	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCC	$0.00	$0.00	$0.00								
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCF	$0.00	$0.00	$0.00								
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	$0.00	$0.00	$0.00								
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	$0.00	$0.00	$0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	$17.91	$53.99	$17.37				$0.0				
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	$0.1730	$0.0	$0.0			$0.0	$0.0				
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		$132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		$150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		$173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	$57.73	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	$75.40	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	$98.59	$313.08	$219.72	$96.86	$40.55		$19.99				
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	$74.85	$148.66	$147.18	$38.46	$36.98		$19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	$0.00	$328.53	$328.53				$19.99				
		ADDITIONAL NRCs															

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		$0.9400					$19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		$22.36	$22.36				$19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		$44.71	$44.70				$19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNPCN	$1.75										
	INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP	PR71V	$0.00	$0.00	$0.00								
		Digital Data			UEPPP	PR71D	$0.00	$0.00	$0.00								
		Inward Data			UEPPP	PR71E	$0.00	$0.00	$0.00								
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	$0.00	$28.39									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	$0.00	$29.11					$19.99				
		New or Additional Inward Data B Channel			UEPPP	PR7BD	$0.00	$29.39					$19.99				
/		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	$0.00	$28.39					$19.19				
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	$0.00	$28.39					$19.99				
	CALL TYPES																
		Inward			UEPPP	PR7C1	$0.00	$0.0	$0.0								
		Outward			UEPPP	PR7C0	$0.00	$0.00	$0.00								
		Two-way			UEPPP	PR7CC	$0.00	$0.00	$0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	$76.1825	$145.98	$109.85	$19.55			$19.99				
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	$0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		$93.28										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		$110.95						$19.99				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		$134.14						$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	$57.53	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	$75.40	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	$98.59	$313.08	$219.72	$96.86	$40.45		$19.99				
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	$35.55	$75.93	$38.15				$19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-Is			UEPDC	USAC4		$312.91	$312.91				$19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		$312.91	$312.91				$19.99				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		$312.91	$312.91				$19.99				
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		$94.88	$94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		$108.67	$108.67				$19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		$108.67	$108.67				$19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		$108.67	$108.67				$19.99				

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		$108.67	$108.67								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		$108.67	$108.67				$19.99				
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		$0.0	$590.00				$19.99				
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		$0.0	$590.00				$19.99				
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		$0.00	$0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		$0.00	$0.00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	$0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	$0.00						$19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	$0.00						$19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	$0.00						$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	$0.00						$19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPDC	NDV	$0.00	$0.00	$0.00				$19.99				
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	$75.83	$145.98	$109.85	$19.66	$14.99		$19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	$0.3525	$0.00	$0.00				$19.99				
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	$0.0000	$0.0	$0.0								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	$0.3525	$0.00	$0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	$0.00	$0.00	$0.00	$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	$0.3525	$0.00	$0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	$3.15	$0.00	$0.00	$0.00							
		Central Office Termininating Point			UEPDC	CTG	$0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	$57.73	$0.00	$0.00				$19.99				
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	$75.40	$0.00	$0.00				$19.99				
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	$98.59	$0.00	$0.00				$19.99				
	UNE DS0 Channelization Capacities (D4 Channel Bank Configurations)																
		24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	$131.87	$0.00	$0.00				$19.99				
		48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	$263.74	$0.00	$0.00				$19.99				
		96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	$527.48	$0.00	$0.00				$19.99				
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	$791.42	$0.00	$0.00				$19.99				
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	$827.76	$0.00	$0.00				$19.99				
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	$1,318.70	$0.00	$0.00				$19.99				

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	$1,582.44	$0.00	$0.00				$19.99				
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	$2,109.92	$0.00	$0.00				$19.99				
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	$2,637.40	$0.00	$0.00				$19.99				
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	$3,164.88	$0.00	$0.00				$19.99				
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	$3,692.36	$0.00	$0.00				$19.99				
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	$0.00	$303.61	$15.74				$19.99				
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
		New (Not Currently Combined) in Georgia Only															
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	$0.00	$704.68	$441.48	$138.36	$16.41		$19.99				
		Bipolar 8 Zero Substitution															
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	$0.00	$0.00	$590.00				$19.99				
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	$0.00	$0.00	$590.00				$19.99				
		Alternate Mark Inversion (AMI)															
		Superframe Format			UEPMG	MCOSF	$0.00	$0.00	$0.00								
		Extended Superframe Format			UEPMG	MCOPO	$0.00	$0.00	$0.00								
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
		Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	$8.97	$0.00	$0.00	$0.00	$0.00		$19.99				
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	$0.66	$23.94	$12.64	$3.82	$3.80		$19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	$0.66	$73.67	$17.37	$54.09	$10.57		$19.99				
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	$0.00										
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	$0.00	$0.00	$0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	$0.00	$0.00	$0.00				$19.99				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	$3.15	$0.00	$0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	$0.00	$0.00	$0.00				$19.99				

BELLSOUTH / Aeneas RATES
Unbundled Network Elements
TENNESSEE

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN