AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 28, 2001

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company, Inc. ("Cinergy Communications Company"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999 ("Agreement").

WHEREAS, BellSouth and Cinergy Communications Company entered into the Agreement on November 30, 1999, and;

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

1. Attachment 2, Exhibit D, Loop/Port Combination Rates is hereby amended to replace the rate for the 2-wire Voice Grade Loop-Bus Only-with 2-wire DID Trunk Port, attached hereto as Exhibit 1 and by reference made a part of this Amendment. These rates will be retroactive to April 12, 2001.

2. All of the other provisions of the Agreement, dated November 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

By: JRPC as president

Name: John P Cinelli

Title: _____

Date: 10/11/01

BellSouth Telecommunications, Inc.

By: GR Follensbee

Name: Greg Follensbee

Title: Sr. Director

Date: 10-19-01

Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
								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
												Nonrecurring					
							Rec	First	Add'l	First	Add'l	Disconnect					
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
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 and Tennessee, 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, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	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			26.72											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			34.9											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			45.9											
	UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	17.78							19.99				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.96							19.99				
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	34.86							19.99				
	UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	10.94							19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		14.62	3.73					19.99				
	ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.58	53.58					19.99				
	Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0	0	0					19.99				
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0	0	0					19.99				
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0	0	0					19.99				
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0	0	0					19.99				
	Reserve DID Numbers			UEPPX	NDV	0	0	0					19.99				
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15											

Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
								Nonrecurring									
							Rec	First	Add'l	First	Add'l	Nonrecurring					
												Disconnect					
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Svc Order Submitted Elec per LSR															
		Svc Order Submitted Manually per LSR															
		Incremental Charge - Manual Svc Order vs Electronic-1st															
		Incremental Charge - Manual Svc Order vs. Electronic-Add'l															
		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st															
		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l															
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/htm/interconnection.htm															
		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 and Tennessee, 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, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
		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	9.6										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16										
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			19.99	19.99	19.99	19.99
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.78	5.75					19.99	19.99	19.99	19.99
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.78	5.75					19.99	19.99	19.99	19.99
		Telephone Number/Trunk Group Establisment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0	0	0					19.99	19.99	19.99	19.99
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0	0	0					19.99	19.99	19.99	19.99
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0	0	0								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0	0	0								
		Reserve DID Numbers			UEPPX	NDV	0	0	0								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										

AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 25, 2001

Pursuant to this Agreement, (the "Amendment"), Cinergy Communications Company, ("CCC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999 ("Agreement").

WHEREAS, BellSouth and Cinergy Communications Company entered into an Interconnection Agreement on November 30, 1999, and;

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

1. The Parties agree to add the following provisions regarding Subscriber Listing Information (SLI):

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

5.3.2 No compensation shall be paid to Cinergy Communications Company for BellSouth's receipt of Cinergy Communications Company SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of Cinergy Communications Company SLI, Cinergy Communications Company shall pay to

BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Cinergy Communications Company 's SLI, Cinergy Communications Company will be notified. If Cinergy Communications Company does not wish to pay its proportionate share of these reasonable costs, Cinergy Communications Company may instruct BellSouth that it does not wish to authorize its release of SLI to independent publishers, and Cinergy Communications Company may amend its interconnection agreement accordingly. Such amendment would become effective at such time that both parties have signed, and Cinergy Communications Company will be liable for all costs incurred up to that time.

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

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

2. All of the other provisions of the Agreement, dated November 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

By: _____

Name: Marc E. Rouleau

Title: COO

Date: 10/12/01

BellSouth Telecommunications, Inc.

By: _____

Name: Greg Follensbee

Title: Senior Director

Date: 10/12/01

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND CINERGY COMMUNICATIONS COMPANY
DATED NOVEMBER 30, 1999

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and Cinergy Communications Company ("Cinergy") a Kentucky corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and Cinergy dated November 30, 1999, (the "Interconnection Agreement") in order to incorporate rates established by the Tennessee Regulatory Authority ("TRA") in Docket Number 97-01262, on December 19, 2000, as amended by BellSouth's corrected submissions of January 31, 2001 and February 12, 2001;

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 Cinergy hereby convenant and agree as follows:

1. Those permanent rates established by the TRA in Docket No. 97-01262 for certain Unbundled Network Elements and Local Interconnection in Tennessee are as set forth in Exhibit 1-TN attached hereto and incorporated herein by this reference.

2. To the extent that any product or service set forth in Exhibit 2-TN corresponds to a product or service set forth in the Interconnection Agreement, all rate elements and rates associated with such product or service in the Interconnection Agreement are hereby deleted and replaced with the corresponding rates and rate elements in Exhibit 1-TN.

3. Any rate element and rate for products or services in the Interconnection Agreement that is not expressly replaced by the rates and rate elements set forth in Exhibit 1-TN as described in paragraph 2 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

4. The Parties agree that all of the other provisions of the Interconnection Agreement, dated November 30, 1999, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority 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.

This Amendment is made effective upon the date that it is signed by both Parties.

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

BellSouth Telecommunications, Inc.

By: Gregory R Follensbee

Title: Senior Director

Date: 8/20/01

Cinergy Communications Company

By: _____

Title: _____

Date: _____

249606

ODUF/EODUF
Tennessee

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First / Add'l	First / Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/EDOUF/CMDS/CNAM-Resale														
OPTIONAL DAILY USAGE FILE (ODUF)														
ODUF: Recording, per message	OSS OLEC Daily Usage File Recording per message				N/A	$0.0000044								
ODUF: Message Processing, per message	OSS OLEC Daily Usage File Message Distribution per message				N/A	$0.0027366								
ODUF: Message Processing, per Magnetic Tape provisioned	OSS OLEC Daily Usage File Message Distribution per magnetic tape provisioned				N/A	$52.75								
ODUF: Data Transmission (CONNECT:DIRECT), per message	OSS OLEC Daily Usage File Data Transmission (Connect: Direct), per message				N/A	$0.0000339								

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the section for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection/htm.																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1		1	UEANL	UEAL2	$13.19	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2		2	UEANL	UEAL2	$17.23	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3		3	UEANL	UEAL2	$22.53	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
Manual Order Coordination for UVL-SL1s (per loop)*	2-WAVGL - SL1 - Manual Order Coordination			UEANL	UEAMC		$36.52	$36.52	$9.18	$9.18						
Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *	2-WAVGL - SL1 - Order Coordination for Specified Conversion Time			UEANL	OCOSL		$34.29	$34.29								
2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	2-Wire Analog Voice Grade Loop - Service Level 2 - 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-Wire Analog Voice Grade Loop - Service Level 2 - 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	2-Wire Analog Voice Grade Loop - Service Level 2 - 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)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	2-Wire Analog Voice Grade Loop - Service Level 2 - 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-Wire Analog Voice Grade Loop - Service Level 2 - 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	2-Wire Analog Voice Grade Loop - Service Level 2 - 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)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
4-WIRE ANALOG VOICE GRADE LOOP																
4-Wire Analog Voice Grade Loop - Zone 1	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	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	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)	4-Wire AVGL - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
2-WIRE ISDN DIGITAL GRADE LOOP																

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire ISDN Digital Grade Loop - Zone 1	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-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	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)	2-Wire ISDN Digital Grade Loop - Order Coordination for Specified Conversion Time			UDN	OCOSL		$34.29	$34.29								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
2-Wire ADSL Compatible Loop Including Man Svc Inquiry and Facility Reservation - Zone 1	2-Wire ADSL Compatible Loop - Zone 1		1	UAL	UAL2X	$13.82	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
2-Wire ADSL Compatible Loop Including Man Svc Inquiry and Facility Reservation - Zone 2	2-Wire ADSL Compatible Loop - Zone 2		2	UAL	UAL2X	$18.05	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
2-Wire ADSL Compatible Loop Including Man Svc Inquiry and Facility Reservation - Zone 3	2-Wire ADSL Compatible Loop - 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	2-Wire ADSL Digital Grade Loop - Order Coordination for Specified Conversion Time			UAL	OCOSL		$34.29	$34.29								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
2-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 1	2-Wire High Bit Rate DSL Compatible Loop - Zone 1		1	UHL	UHL2X	$10.83	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
2-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 2	2-Wire High Bit Rate DSL Compatible Loop - Zone 2		2	UHL	UHL2X	$14.15	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	
2-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 3	2-Wire High Bit Rate DSL Compatible Loop - 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	2-Wire HDSL Loop - Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29	$34.29								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
4-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 1	4-Wire HDSL Compatible Loop - Zone 1		1	UHL	UHL4X	$13.93	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
4-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 2	4-Wire HDSL Compatible Loop - Zone 2		2	UHL	UHL4X	$18.20	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
4-Wire HDSL Compatible Loop Including manual service inquiry and facility reservation - Zone 3	4-Wire HDSL Compatible Loop - 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	4-Wire HDSL Loop Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29	$34.29								
4-WIRE DS1 DIGITAL LOOP																
4-Wire DS1 Digital Loop - Zone 1	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	$0.00
4-Wire DS1 Digital Loop - Zone 2	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	$0.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	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 SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
4-Wire DS1 Digital Loop - Zone 3	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	$0.00
Order Coordination for Specified Conversion Time	4-Wire DS1 Loop - Order Coordination for Specified Conversion Time			USL	OCOSL		$34.59	$34.59								
4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP																
4-Wire 56 Kbps Digital Grade Loop - Zone 1	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 1		1	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-Wire 56 Kbps Digital Grade Loop - Zone 2	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 2		2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-Wire 56 Kbps Digital Grade Loop - Zone 3	4-Wire 56 or 64 Kbps Digital Grade Loop - 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	4-Wire 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29	$34.29								
4-Wire 64 Kbps Digital Grade Loop - Zone 1	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 1		1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-Wire 64 Kbps Digital Grade Loop - Zone 2	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 2		2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-Wire 64 Kbps Digital Grade Loop - Zone 3	4-Wire 56 or 64 Kbps Digital Grade Loop - 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	4-Wire 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29	$34.29								
SUB-LOOPS																
Sub-Loop Distribution																
Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		*		UEANL	USBSA		$517.25	$517.25					$20.35	$10.54	$13.32	
Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		*		UEANL	USBSB		$42.68	$42.68					$20.35	$10.54	$13.32	
Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide	Loop Distribution - per 2-WAVGL		sw	UEANL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65			$20.35	$10.54	$13.32	
Sub-Loop Distribution - Order Coordination, per sub-loop pair		*		UEANL	USBMC		$36.52									
Sub-Loop Distribution - Order Coordination for Specified Time Conversion, per LSR	Sub-Loop Distribution - Order Coordination for Specified Conversion Time			UEANL	OCOSL		$34.29									
Sub-Loop Feeder																
DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up (*for access to Feeder*)		*		UEA, UDN,UCL,UDL	USBFW		$517.25	$517.25					$20.35	$10.54	$13.32	
DS0 Set-up per Cross Box location - per 25 pair pasnel set-up (*for access to Feeder*)		*		UEA, UDN,UCL,UDL	USBFX		$42.68	$42.68					$20.35	$10.54	$13.32	
Sub-Loop Feeder- Per 2-Wire Analog Voice Grade Ground-Start Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	
Sub-Loop Feeder- Per 2-Wire Analog Voice Grade Loop-Start Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	
Sub-Loop Feeder - Per 2-Wire Analog Voice Grade Reverse Battery Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Sub-Loop Feeder - Order Coordination for Specified Conversion Time, per LSR	Sub-Loop Feeder - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29									
Network Interface Device (NID)																
Network Interface Device Cross Connect	NID per 2-Wire Loop			UENTW	UNDC2	$1.15	$0.74				$3.50		$19.99	$19.99	$19.99	$19.99
Network Interface Device Cross Connect	NID per 4-Wire Loop			UENTW	UNDC4	$1.27	$0.74				$3.50		$19.99	$19.99	$19.99	$19.99
UNBUNDLED LOOP CONCENTRATION																
Loop Channelization System	Loop Channelization system - DLC (Inside CO)			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	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 - Channel Interface-2 Wire Voice-Loop Start or Ground Start	CO Channel Interface - 2-Wire Voice Grade			UEA	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50		$20.35	$10.54	$13.32	
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																
Loop Concentration - Channelization System	Loop Concentration - Channelization System (Outside CO)			TBD	UCT8A	$328.28	$651.09	$283.42	$207.92	$50.94	$3.50		$20.35	$10.54	$13.32	
Remote Channel Interface - 2-Wire Voice Grade Loop	Loop Concentration - Remote Channel Interface - 2-WAVGL (Outside CO)			TBD	ULCC2	$0.88	$9.43	$9.40	$4.71	$4.70	$3.50		$20.35	$10.54	$13.32	
Loop Concentration - Remote terminal Cabinet (Outside CO)	Loop Concentration - Remote Terminal Cabinet (Outside CO)					ICB					$3.50					
Channel Interface - 2 Wire Voice-Loop Start or Ground Start	Loop Concentration - Remote Channel Interface - 2-WAVGL (Outside CO)			TBD	ULCC2	$0.88	$9.43	$9.40	$4.71	$4.70	$3.50		$20.35	$10.54	$13.32	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
Exchange Ports - 2-Wire Analog Line Port-Res.	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Note: Although the Port rate includes all available vertical features in TN, the desired feature(s) will need to be ordered.)																
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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.	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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.	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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 Calling port with Caller ID - Res (F2R)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	Disconnect First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			UEPSR	UEPAP	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Subsequent Activity		*		UEPSR	USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPSR	UEPVF	$0.00	$0.00	$0.00								
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus	Exchange Ports - 2-Wire Analog Line Port (Res./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.	Exchange Ports - 2-Wire Analog Line Port (Res./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.	Exchange Ports - 2-Wire Analog Line Port (Res./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.	Exchange Ports - 2-Wire Analog Line Port (Res./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	Exchange Ports - 2-Wire Analog Line Port (Res./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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			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)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			UEPSB	UEPAD	$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 Collierville & Memphis Local Calling Port-Bus (B2F)	Exchange Ports - 2-Wire Analog Line Port (Res./Bus.)			UEPSB	UEPAE	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Subsequent Activity		*		UEPSB	USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPSB	UEPVF	$0.00	$0.00	$0.00								
Exchange Ports - 4-Wire Analog Voice Grade Port	Exchange Ports - 4-Wire Analog Voice Grade Port				UEP4A	$8.27	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Subsequent Activity		*			USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]				UEPVF	$0.00	$0.00	$0.00								
Exchange Ports - 2-Wire DID Port	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
Subsequent Activity		*		UEPEX	USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPEX	UEPVF	$0.00	$0.00	$0.00								
Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability	Exchange Ports - 4-Wire DID Port			UEPDD	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04			$20.35	$10.54	$13.32	$1.40
Subsequent Activity		*		UEPDD	USACP		$10.00	$10.00								
Exchange Ports - 2-Wire ISDN Port (See Notes below.)	Exchange Ports - 2-Wire ISDN Port			U1PMA	U1PMA	$16.26	$30.23	$29.49	$4.10	$4.10			$41.43	$42.17	$9.80	$9.80
Subsequent Activity		*		UEPDD	USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPDD	UEPVF	$0.00	$0.00	$0.00								

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process																
Exchange Ports - 2-Wire ISDN Port -- Channel Profiles					U1UMA	$0.00	$0.00	$0.00								
Exchange Ports - 4-Wire ISDN DS1 Port	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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			UEPSP	UEPXM	$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 Economy Admin Calling Port TN Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			UEPSP	UEPXS	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)			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	Exchange Ports - 2-Wire Analog Line Port (PBX)			UEPSP	UEPXV	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Subsequent Activity				UEPSP	USASC		$10.00	$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPSP	UEPVF	$0.00	$0.00	$0.00								
Exchange Ports - Coin Port	Exchange Ports - Coin Port					$2.11	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
End Office Switching Function, Per MOU	End Office Switching Function					$0.0008041										
End Office Trunk Port - Shared, Per MOU	End Office Interoffice Trunk Port - Shared, per MOU															
Tandem Switching (Port Usage) (Local or Access Tandem)																
Tandem Switching Function Per MOU	Tandem Switching Function					$0.0009778										
Tandem Trunk Port - Shared, Per MOU	Tandem Interoffice Trunk Port - Shared, per MOU															
UNBUNDLED TRANSPORT																
COMMON TRANSPORT (Shared)																
Common Transport - Per Mile, Per MOU	Common Transport - per mile, per MOU					$0.0000064										
Common Transport - Facilities Termination Per MOU	Common Transport - Facilities Termination per MOU					$0.0003871										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month	Interoffice Transport - Dedicated - Voice Grade - per mile per MOU			U1TVX	1L5XX	$0.0174										
Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	$18.58	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month	Interoffice Transport - Dedicated - Voice Grade - per mile per MOU			U1TVX	1L5XX	$0.0174										
Interoffice Channel-Dedicated Transport- 2-Wire Voice Grade Rev Bat.-Facility Termination per month	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TR2	$18.58	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- 56/64 KBPS																
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - per mile			U1TDX	1L5XX	$0.0174										
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			U1TDX	U1TD5	$17.98	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - per mile			U1TDX	1L5XX	$0.0174										
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			U1TDX	U1TD6	$17.98	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring							
						Rec	First	Add'l	First	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
							Disconnect				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month	Interoffice Transport - Dedicated - DS1 - per mile			U1TD1	1L5XX	$0.3562										
Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month	Interoffice Transport - Dedicated - DS1 - Facility Termination			U1TD1	U1TF1	$77.86	$112.40	$76.27	$19.55	$14.99			$20.35	.09	$9.80	$10.54
LOCAL CHANNEL - DEDICATED TRANSPORT																
Local Channel - Dedicated - 2-Wire Voice Grade per month	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]			ULDVX	ULDV2	$17.18	$199.33	$24.16	$54.81	$4.80			$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]			ULDVX	ULDR2	$17.18	$199.33	$24.16	$54.81	$4.80			$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - 4-Wire Voice Grade per month	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]			ULDVX	ULDV4	$18.18	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	$0.00
Local Channel - Dedicated - DS1 per month	Local Channel - Dedicated DS1 [shown here deaveraged]			ULDD1	ULDF1	$36.24	$277.35	$233.26	$33.18	$22.30			$45.68	$1.76	$21.75	$1.76
MULTIPLEXERS																
Channelization - DS1 to DS0 Channel System	Channelization - Channel System DS1 to DSO			UXTD1	MQ1	$80.77	$141.87	$77.11	$14.51	$13.46			$20.35	$9.80	$11.49	$1.18
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)	Interface Unit - Interface DS1 to DSO - OCU - DP Card			UDL	1D1DD	$1.82	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month	Interface Unit - Interface DS1 to DSO - Brite Card			UDN	UC1CA	$3.10	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
Voice Grade COCI - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DSO - Voice Grade Card			UEA	1D1VG	$.91	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
DS3 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			UXTD3	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62			$20.35	$9.80	$11.49	$1.18
STS1 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			UXTS1	MQ3	$222.98	$308.03	$108.47	$44.47	$42.62			$20.35	$9.80	$11.49	$1.18
DS3 Interface Unit (DS1 COCI) used with Loop per month	Interface Unit - Interface DS3 to DS1			USL	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
DS3 Interface Unit (DS1 COCI) used with Local Channel per month	Interface Unit - Interface DS3 to DS1			ULDD1	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month	Interface Unit - Interface DS3 to DS1			U1TD1	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
DARK FIBER																
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DC	$53.23										
NRC Dark Fiber - Local Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDFC4		$1,219.22	$169.75	$453.22	$339.34						
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DF	$53.23										
NRC Dark Fiber - Interoffice Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDF14		$1,219.22	$169.75	$453.22	$339.34						

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring							
						Rec	First	Add'l	First	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
							Disconnect				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DL	$53.23										
NRC Dark Fiber - Local Loop	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDFL4		$1,219.22	$169.75	$453.22	$339.34						
8XX ACCESS TEN DIGIT SCREENING																
8XX Access Ten Digit Screening, Per Call	800 Access Ten digit screening (800 ATDS) per call					$0.0005192										
8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved	800 Access Ten digit screening Reservation Charge per 800 Number Reserved				N8R1X		$5.21	$0.76					$20.35			
8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations	800 Access Ten digit screening per 800 # established w/o POTS Translations						$11.47	$1.46	$7.34	$0.7602			$20.35		$13.28	
8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations	800 Access Ten digit screening per 800 # established with POTS Translations				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	800 Access Ten digit screening Customized Area of Service per 800 Number				N8FCX		$4.47	$2.24								
8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.	800 ATDS, Multiple InterLATA CXR Routing per CXR Requested per 800 #				N8FMX		$5.23	$3.00								
8XX Access Ten Digit Screening, Change Charge Per Request	800 Access Ten digit screening, Change Charge per Request				N8FAX		$5.97	$0.76					$20.35			
8XX Access Ten Digit Screening, Call Handling and Destination Features	800 Access Ten digit screening, Call Handling and Destination Features				N8FDX		$4.47									
LINE INFORMATION DATA BASE ACCESS (LIDB)																
LIDB Common Transport Per Query	LIDB Common Transport per Query				OQT	$0.0000354										
LIDB Validation Per Query	LIDB Validation per Query				OQU	$0.0117403										
LIDB Originating Point Code Establishment or Change	LIDB Originating Point Code Establishment or Change						$49.03						$20.35			
SIGNALING (CCS7)																
CCS7 Signaling Termination, Per STP Port	CCS7 Signaling Termination per STP Port					$138.41										
CCS7 Signaling Usage, Per TCAP Message	CCS7 Signaling Usage per TCAP Message					$0.0000916										
CCS7 Signaling Connection, Per link (A link)	CCS7 Signaling Connection per 56 kbps facility					$17.84	$130.84						$20.35			
CCS7 Signaling Connection, Per link (B link) (also known as D link)	CCS7 Signaling Connection per 56 kbps facility					$17.84	$130.84						$20.35			
CCS7 Signaling Usage, Per ISUP Message	CCS7 Signaling Usage, per call setup message					$0.0000373										
CCS7 Signaling Usage Surrogate, per link per LATA	CCS7 Signaling Usage Surrogate, per 56 kbps facility per LATA per month					$352.30							$20.35			
SELECTIVE ROUTING																
Selective Routing Per Unique Line Class Code Per Request Per Switch	Selective Routing (Interim Solution Line Class Codes) per Unique Line Class Code per Request per Switch				USRCR		$179.60						$20.35			

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
AIN SMS Access Service - Service Establishment, Per State, Initial Setup	AIN SMS Access Service - Service Establishment, per State, Initial Setup				CAMSE		$135.56									
AIN SMS Access Service - Port Connection - Dial/Shared Access	AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		$41.75									
AIN SMS Access Service - Port Connection - ISDN Access	AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		$41.75									
AIN SMS Access Service - User Identification Codes - Per User ID Code	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	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)	AIN SMS Access Service - Storage, per unit (100 kilobytes)					$0.0024										
AIN SMS Access Service - Session, Per Minute	AIN SMS Access Service - Session, per minute					$0.0820123										
AIN SMS Access Service - Company Performed Session, Per Minute	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	AIN TS - Service Establishment Charge per State, Initial Setup				BAPSC		$132.04									
AIN Toolkit Service - Training Session, Per Customer	AIN TS - Training Session, per Customer				BAPVX		$7,915									
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt	AIN TS - 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	AIN TS - 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	AIN TS - 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	AIN TS - Trigger Access Charge, per Trigger per DN, 10-Digit PODP				BAPTO		$85.24									
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP	AIN TS - Trigger Access Charge, per Trigger per DN, CDP				BAPTC		$85.24									
AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code	AIN TS - Trigger Access Charge, per Trigger per DN, Feature Code				BAPTF		$85.24									
AIN Toolkit Service - Query Charge, Per Query	AIN TS - Query Charge, Per Query					$.0211882										
AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query	AIN TS - 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	AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes					$1.50										
AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription	AIN TS - Monthly Report - per AIN TS Subscription				BAPMS	$17.43	$33.52									

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First / Add'l	First / Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription	AIN TS - Special Study - per AIN TS Subscription				BAPLS*	$0.1321116	$36.23							
AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription	AIN TS - Call Event Report - per AIN TS Subscription				BAPDS	$17.35	$33.52							
AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription	AIN TS - Call Event Special Study - per AIN TS Subscription				BAPES	$0.0511435	$36.23							
ODUF/EDOUF/ADUF/CMDS														
OPTIONAL DAILY USAGE FILE (ODUF)														
ODUF: Recording, per message	OSS OLEC Daily Usage File Recording per message					$0.0000044								
ODUF: Message Processing, per message	OSS OLEC Daily Usage File Message Distribution per message					$0.0027366								
ODUF: Message Processing, per Magnetic Tape provisioned	OSS OLEC Daily Usage File Message Distribution per magnetic tape provisioned					$52.75								
ODUF: Data Transmission (CONNECT:DIRECT), per message	OSS OLEC Daily Usage File Data Transmission (Connect: Direct), per message					$0.0000339								
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. BellSouth is required to offer unbundled port/loop combinations that are Currently Combined in Tennessee unless the end user has four or more DS0 equivalent lines and is in Zone 1 of one of the Top 8 MSAs in BellSouth's region.														
In the absence of ordered rates by a State Commission, the recurring rates for combinations of port/loop network elements will the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.														
Vertical 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 which have a flat rate usage charge (USOC: URECU).														
For Currently Combined Combos in TN, the nonrecurring charges shall be those identified in the Nonrecurring Charges - Currently Combined sections.														
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates																
2-Wire VG Loop/Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1		1			$14.18										
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2		2			$18.01										
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3		3			$23.02										
UNE Loop Rates																
2-Wire Voice Grade Loop (SL1) - Zone 1		**	1	UEPRX	UEPLX	$12.29										
2-Wire Voice Grade Loop (SL1) - Zone 2		**	2	UEPRX	UEPLX	$16.12										
2-Wire Voice Grade Loop (SL1) - Zone 3		**	3	UEPRX	UEPLX	$21.13										
2-Wire Voice Grade Line Port Rates (Res)																
2-Wire voice unbundled port - residence		**		UEPRX	UEPRL	$1.89										
2-Wire voice unbundled port with Caller ID - res		**		UEPRX	UEPRC	$1.89										
2-Wire voice unbundled port outgoing only - res		**		UEPRX	UEPRO	$1.89										
2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res		**		UEPRX	UEPAQ	$1.89										
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)		**		UEPRX	UEPAK	$1.89										
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)		**		UEPRX	UEPAL	$1.89										
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)		**		UEPRX	UEPAM	$1.89										
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)		**		UEPRX	UEPAN	$1.89										
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)		**		UEPRX	UEPAO	$1.89										
2-Wire voice unbundles res, low usage line port with Caller ID (LUM)		**		UEPRX	UEPAP	$1.89										
FEATURES																
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPRX	UEPVF	$0.00	$0.00	$0.00								
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	2-Wire Voice Grade Loop/Line Port Combo - 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	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
ADDITIONAL NRCs																
2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		**		UEPRX	USAS2		$10.00	$10.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																

Unbundled Network Elements
TENNESSEE

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	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
UNE Port/Loop Combination Rates																
2-Wire VG Loop/Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1		1			$14.18										
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2		2			$18.01										
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3		3			$23.02										
UNE Loop Rates																
2-Wire Voice Grade Loop (SL1) - Zone 1		**	1	UEPBX	UEPLX	$12.29										
2-Wire Voice Grade Loop (SL1) - Zone 2		**	2	UEPBX	UEPLX	$16.12										
2-Wire Voice Grade Loop (SL1) - Zone 3		**	3	UEPBX	UEPLX	$21.13										
2-Wire Voice Grade Line Port (Bus)																
2-Wire voice unbundled port without Caller ID - bus		**		UEPBX	UEPBL	$1.89										
2-Wire voice unbundled port with Caller + E484 ID - bus		**		UEPBX	UEPBC	$1.89										
2-Wire voice unbundled port outgoing only - bus		**		UEPBX	UEPBO	$1.89										
2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus		**		UEPBX	UEPAV	$1.89										
2-Wire voice unbundled incoming only port with Caller ID - Bus		**		UEPBX	UPEB1	$1.89										
2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)		**		UEPBX	UEPAC	$1.89										
2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)		**		UEPBX	UEPAD	$1.89										
2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		**		UEPBX	UEPAE	$1.89										
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPBX	LNPCX	$0.35										
FEATURES																
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPBX	UEPVF	$0.00	$0.00	$0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is	2-Wire Voice Grade Loop/Line Port Combo - 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	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
ADDITIONAL NRCs																
2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		**		UEPBX	USAS2		$10.00	$10.00								

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES			OSS RATES					
							Nonrecurring		Nonrecurring									
						Rec	First	Add'l	First	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
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	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1		1			$14.18										
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2		2			$18.01										
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3		3			$23.02										
UNE Loop Rates																
2-Wire Voice Grade Loop (SL 1) - Zone 1		**	1	UEPRG	UEPLX	$12.39										
2-Wire Voice Grade Loop (SL 1) - Zone 2		**	2	UEPRG	UEPLX	$16.22										
2-Wire Voice Grade Loop (SL 1) - Zone 3		**	3	UEPRG	UEPLX	$21.23										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res		**		UEPRG	UEPRD	$1.79										
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPRG	LNPCP	$3.15										
FEATURES																
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPRG	UEPVF	$0.00	$0.00	$0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is	2-Wire Voice Grade Loop/Line Port Combo - 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	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
ADDITIONAL NRCs																
2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity		**		UEPRG	USAS2		$10.00	$10.00					$30.89	$7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
2-Wire VG Loop/Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1		1			$14.18										
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2		2			$18.01										
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3		3			$23.02										
UNE Loop Rates																
2-Wire Voice Grade Loop (SL 1) - Zone 1		**	1	UEPPX	UEPLX	$12.39										
2-Wire Voice Grade Loop (SL 1) - Zone 2		**	2	UEPPX	UEPLX	$16.22										
2-Wire Voice Grade Loop (SL 1) - Zone 3		**	3	UEPPX	UEPLX	$21.23										

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		**		UEPPX	UEPPC	$1.79										
Line Side Unbundled Outward PBX Trunk Port - Bus		**		UEPPX	UEPPO	$1.79										
Line Side Unbundled Incoming PBX Trunk Port - Bus		**		UEPPX	UEPP1	$1.79										
2-Wire Voice Unbundled PBX LD Terminal Ports		**		UEPPX	UEPLD	$1.79										
2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port		**		UEPPX	UEPT2	$1.79										
2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port		**		UEPPX	UEPTO	$1.79										
2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		**		UEPPX	UEPXA	$1.79										
2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		**		UEPPX	UEPXB	$1.79										
2-Wire Voice Unbundled PBX LD DDD Terminals Port		**		UEPPX	UEPXC	$1.79										
2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		**		UEPPX	UEPXD	$1.79										
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		**		UEPPX	UEPXE	$1.79										
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		**		UEPPX	UEPXL	$1.79										
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		**		UEPPX	UEPXM	$1.79										
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port		**		UEPPX	UEPXN	$1.79										
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		**		UEPPX	UEPXO	$1.79										
2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		**		UEPPX	UEPXS	$1.79										
2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port		**		UEPPX	UEPXU	$1.79										
2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port		**		UEPPX	UEPXV	$1.79										
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPPX	LNPCP	$3.15										
FEATURES																
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPPX	UEPVF	$0.00	$0.00	$0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is	2-Wire Voice Grade Loop/Line Port Combo - 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		

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
ADDITIONAL NRCs																
2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity		**		UEPPX	USAS2		$10.00	$10.00					$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 - Zone 1	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 1		1			$18.38										
2-Wire VG Loop/2-Wire DID Trunk Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 2		2			$19.87										
2-Wire VG Loop/2-Wire DID Trunk Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 3		3			$25.52										
NONRECURRING CHARGES - CURRENTLY COMBINED																
2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Switch-as-is			UEPPX	USAC1		$8.76	$5.75					$41.43	$9.80		
2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination Conversion with Changes		*		UEPPX	USA1C		$8.76	$5.75			$3.50		$41.43	$9.80	$20.00	$20.00
Telephone Number/Trunk Group Establisment Charges																
DID Trunk Termination (One Per Port)		**		UEPPX	NDT	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers		**		UEPPX	NDZ	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
Additional DID Numbers for each Group of 20 DID Numbers		**		UEPPX	ND4	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
DID Numbers, Non- consecutive DID Numbers , Per Number		**		UEPPX	ND5	$0.00	$0.00	$0.00			$3.50		$41.43	$0	$20.00	$20.00
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPPX	LNPCP	$3.15	$0.00	$0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 1	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 1		1			$32.27							$19.99	$19.99	$20.00	$20.00
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 2	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 2		2			$34.78							$19.99	$19.99	$20.00	$20.00
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 3	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 3		3			$44.32							$19.99	$19.99	$20.00	$20.00
NONRECURRING CHARGES - CURRENTLY COMBINED																
2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion	2-Wire ISDN Digital Grade Loop 2-Wire ISDN Line Side Port Combo - Switch-as-is			UEPPB	USACB		$117.23	$117.23			$3.50		$19.99	$19.99	$20.00	$20.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NRCs																
2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination-Non Feature Subs Activity	2-Wire ISDN Digital Grade Loop 2-Wire ISDN Line Side Port Combo - Non Feature Subsequent Activity			UEPPB	USASB		$212.88				$3.50		$19.99	$19.99	$20.00	$20.00
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPPR	LNPCX	$0.35	$0.00	$0.00								
B-CHANNEL USER PROFILE ACCESS:																
CVS/CSD (DMS/5ESS)		**		UEPPB	U1UCA	$0.00	$0.00	$0.00								
CVS (EWSD)		**		UEPPB	U1UCB	$0.00	$0.00	$0.00								
CSD		**		UEPPB	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	U1UCD	$0.00	$0.00	$0.00								
CVS (EWSD)		**		UEPPB	U1UCE	$0.00	$0.00	$0.00								
CSD		**		UEPPB	U1UCF	$0.00	$0.00	$0.00								
USER TERMINAL SERVICE PROFILE (EWSD		**		UEPPB	U1UMA	$0.00	$0.00	$0.00								
VERTICAL FEATURES																
One per Channel B User Profile		**		UEPPB	UEPVF	$0.00	$0.00	$0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 1	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 1		1			$132.58							$19.99	$19.99	$20.00	$20.00
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 2	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 2		2			$150.25							$19.99	$19.99	$20.00	$20.00
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 3	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 3		3			$173.44							$19.99	$19.99	$20.00	$20.00
NONRECURRING CHARGES - CURRENTLY COMBINED																
4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion-Switch-as-is	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Switch-as-is			UEPPP	USACP		$328.53	$328.53					$19.99	$19.99	$20.00	$20.00
ADDITIONAL NRCs																
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Channel Activation-Per Channel	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Channel Activation - Per Channel			UEPPP	USASP		$28.39						$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Inward/2-Way Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Inward/2-way Telephone Numbers			UEPPP	PR7TG		$0.94						$19.99	$19.99	$20.00	$20.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Outward Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Outward Telephone Numbers			UEPPP	PR7TP		$22.36						$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Subsequent Inward Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Inward Telephone Numbers			UEPPP	PR7ZT		$44.71						$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Subsequent Service Order Per Order	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Service Order Per Order			UEPPP	USASP		$189.76						$19.99	$19.99	$20.00	$20.00
LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)		**		UEPPP	LNPCN	$1.75										
INTERFACE (Provsioning Only)																
Voice/Data		**		UEPPP	PR71V	$0.00										
Digital Data		**		UEPPP	PR71D	$0.00										
Inward Data		**		UEPPP	PR71E	$0.00										
CALL TYPES																
Inward		**		UEPPP	PR7C1	$0.00										
Outward		**		UEPPP	PR7C0	$0.00										
Two-way		**		UEPPP	PR7CC	$0.00										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 1	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 1		1			$93.28										
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 2	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 2		2			$110.95										
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 3	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 3		3			$134.14										
NONRECURRING CHARGES - CURRENTLY COMBINED																
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is			UEPDC	USAC4		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes		*		UEPDC	USAWA		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is			UEPDC	USAWB		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
ADDITIONAL NRCs																
4-Wire DS1 Dig Loop / 4-Wire DDITS Trunk Port Combination-Subsequent Service Activity Per Svc Order	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Service Order Per Order			UEPDC	USAS4		$94.88	$94.88			$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combination-NRC-Sub Channel Activation-Per Chanl-2-Way Trk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTA		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Channel Activation-Per Chanl-1-Way Outward Trk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTB		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inwrd Trk w/o DID	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTC		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inwd Trk with DID	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTD		$108.67				$3.50		$19.99	[illegible]9	$20.00	$20.00
4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activ'n-Per Chan-2-Way DID with User Trans	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTE		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Subsequent Signaling Changes	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Signaling Changes			UEPDC			$22.92				$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Subsequent Service Order Per Order	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Service Order Per Order			UEPDC	USAS4		$94.88	$94.88			$3.50		$19.99	$19.99	$20.00	$20.00
4-Wire DS1 Dig Loop/4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Telephone Numbers	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Telephone Numbers			UEPDC			$88.68				$3.50		$19.99	$19.99	$20.00	$20.00
BIPOLAR 8 ZERO SUBSTITUTION																
Superframe Format - Conversion or New Install		**		UEPDC	CC0SF	$0.00	$0.00	$0.00								
Extended Superframe Format - Conversion or New Install		**		UEPDC	CC0EF	$0.00	$0.00	$0.00								
Superframe Format - Subsequent Activity		**		UEPDC	CCOSF	$0.00	$590.00	$590.00			$3.50		$19.99	$19.99	$20.00	$20.00
Extended Superframe Format - Subsequent Activity		**		UEPDC	CCOEF	$0.00	$590.00	$590.00			$3.50		$19.99	$19.99	$20.00	$20.00
Alternate Mark Inversion																
Superframe Format		**		UEPDC	MCOSF		$0.00	$0.00								
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					$3.50		$19.99	$19.99	$20.00	$20.00
Telephone Number for 1-Way Outward Trunk Group		**		UEPDC	UDTGY	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Telephone Number for 1-Way Inward Trunk Group Without DID		**		UEPDC	UDTGZ	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers		**		UEPDC	NDZ	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Additional DID Numbers for each Group of 20 DID Numbers		**		UEPDC	ND4	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
DID Numbers, Non- consecutive DID Numbers , Per Number		**		UEPDC	ND5	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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					$3.50		$19.99	$19.99	$20.00	$20.00
Interoffice Channel Mileage - Additional rate per mile - 0-8 miles		**		UEPDC	1LNOA	$0.3525					$3.50		$19.99	$19.99	$20.00	$20.00
Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)		**		UEPDC	1LNO2	$0.0000										
Interoffice Channel Mileage - Additional rate per mile - 9-25 miles		**		UEPDC	1LNOB	$0.3525					$3.50		$19.99	$19.99	$20.00	$20.00
Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)		**		UEPDC	1LNO3	$0.0000										
Interoffice Channel Mileage - Additional rate per mile - 25+ miles		**		UEPDC	1LNOC	$0.3525					$3.50		$19.99	$19.99	$20.00	$20.00
Local Number Portability, per DS0 Activated		**		UEPDC	LNPCP	$3.15										
Central Office Termininating Point		**		UEPDC	CTG	$0.00										
ENHANCED EXTENDED LINK (EELs)																
NOTE: New (not currently combined) loop/transport (EEL) combinations are only available in density Zone 1 of the Nashville MSA in TN For Currently Combined EELs, network element recurring and Switch As Is Charges apply. For new EELs, network element recurring and nonrecurring apply (no Switch As Is Charge).																
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
First 2-Wire Analog Voice Grade Loop - SL2/DS1 Interofficed Transport Combination - Zone 1	Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
First 2-Wire Analog Voice Grade Loop - SL2/DS1 Interofficed Transport Combination - Zone 2	Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
First 2-Wire Analog Voice Grade Loop - SL2/DS1 Interofficed Transport Combination - Zone 3	Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile per month	Interoffice Transport Dedicated DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Each Additional 2-Wire Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 1	Loop With DS1 Dedicated Interoffice Transport (Additional 2-Wire Voice Grade Loop in same		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.88			$20.35	$0.00	$0.00	$0.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Each Additional 2-Wire Analog VG Loop- in the same DS1 Interoffice Transport Combination-Zone 2	SL2 Loop With DS1 Dedicated Interoffice Transport (Additional 2-Wire Voice Grade Loop in same		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Each Additional 2-Wire Analog VG Loop- in the same DS1 Interoffice Transport Combination-Zone 3	SL2 Loop With DS1 Dedicated Interoffice Transport (Additional 2-Wire Voice Grade Loop in same		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.88			$20.35	$0.00	$0.00	$0.00
Each Additional VG Loop COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Loop or Local Channel and Interoffice Combination - Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
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	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 1		1	UNCVX	UEAL4	$24.70	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 2		2	UNCVX	UEAL4	$32.25	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
First 4-Wire Analog Voice Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 3		3	UNCVX	UEAL4	$42.17	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (Additional 4-Wire 56 or 64 kbps in same DS1 excluding mileage) -Zone 1		1	UNCVX	UEAL4	$24.70	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (Additional 4-Wire 56 or 64 kbps in same DS1 excluding mileage) -Zone 2		2	UNCVX	UEAL4	$32.25	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (Additional 4-Wire 56 or 64 kbps in same DS1 excluding mileage) -Zone 3		3	UNCVX	UEAL4	$42.17	$108.76	$35.47	$72.04	$10.86			$20.35	$21.09	$9.80	$10.54
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
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	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 1		1	UNCDX	UDL56	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 2		2	UNCDX	UDL56	$40.76	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10 54
First 4-Wire 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10 54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)				UNCDX	1D1DD	$1.82	$6.07	$4.66								
Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 1		1	UNCDX	UDL56	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 2		2	UNCDX	UDL56	$40.76	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10 54
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)				UNCDX	1D1DD	$1.82	$6.07	$4.66								
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 1		1	UNCDX	UDL64	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 2		2	UNCDX	UDL64	$40.76	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
First 4-Wire 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage) - Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)				UNCDX	1D1DD	$1.82	$6.07	$4.66								
Additional 4-Wire546Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 1		1	UNCDX	UDL64	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire546Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 2		2	UNCDX	UDL64	$40.76	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire546Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Additional 4-Wire 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) -Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.80	$10.54
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
2-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
First 2-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-Wire Local Channel with DS1 excluding mileage) - Zone 1		1	UNCVX	ULDV2	$17.18	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring							
						Rec	First	Add'l	Disconnect First	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
First 2-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-Wire Local Channel with DS1 excluding mileage) - Zone 2		2	UNCVX	ULDV2	$22.44	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
First 2-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-Wire Local Channel with DS1 excluding mileage) - Zone 3		3	UNCVX	ULDV2	$29.34	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Additional 2-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 1	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 1		1	UNCVX	ULDV2	$17.18	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Additional 2-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 2	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 2		2	UNCVX	ULDV2	$22.44	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Additional 2-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 3	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 3		3	UNCVX	ULDV2	$29.34	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
First 4-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 1		1			$18.18	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
First 4-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 2		2			$23.75	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
First 4-Wire Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 3		3			$31.05	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	U1TF1	$0.3562										
Interoffice Transport - Dedicated - DS1 Facility Termination in combination- Per Month				UNC1X	U1TF1	$77.8600	$171.24	$113.12	$70.70	$30.90			$20.35	$21.09	$9.80	$10.54
DS1 Channelization System in combination Per Month				UNC1X	MQ1	$80.7700	$214.52	$49.95	$75.98	$13.60						
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Additional 4-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 1	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 4-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 1		1			$18.18	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 2	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 4-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 2		2			$23.75	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Additional 4-Wire Voice Grade Channel in Same DSI Interoffice Transport Combination - Zone 3	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Additional 4-Wire Voice Grade Channel in same DS1 excluding mileage) -Zone 3		3			$31.05	$108.76	$35.47	$72.94	$10.88			$20.35	$21.09	$9.80	$10.54
Voice Grade COCI - DS1 to DS0 Interface in combination - per month				UNCVX	1D1VG	$0.9100										
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
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	Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire DS1 Digital Loop with DS1 excluding mileage) - Zone 1		1	UNC1X	USLXX	$57.73	$228.40	$161.74	$79.87	$24.88			$20.35	$21.09	$9.60	$10.54
4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire DS1 Digital Loop with DS1 excluding mileage) - Zone 2		2	UNC1X	USLXX	$75.40	$228.40	$161.74	$79.87	$24.88			$20.35	$21.09	$9.60	$10.54

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-Wire DS1 Digital Loop with DS1 excluding mileage; Zone 3		3	UNC1X	USLXX	$98.56	$228.40	$161.74	$79.87	$24.88			$20.35	$21.09	$9.60	$10.54
Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month				UNC1X	U1TF1	$77.8300	$171.24	$113.12	$70.07	$30.90			$20.35	$21.05	$9.60	$10.54
Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
Currently Combined Network Transport Elements (Non-Switched Combinations Resulting from a Conversion)																
Local Channel - Dedicated - 2-Wire VG																
Per Month - Zone 1		**	1	UNCVX	ULDV2	$17.18										
Per Month - Zone 2			2	UNCVX	ULDV2	$22.44										
Per Month - Zone 3			3	UNCVX	ULDV2	$29.34										
Local Channel - Dedicated - 2-Wire VG - Rev																
Per Month - Zone 1			1	UNCVX	ULDR2	$17.18										
Per Month - Zone 2			2	UNCVX	ULDV2	$22.44										
Per Month - Zone 3		**	3	UNCVX	ULDV2	$29.34										
Local Channel - Dedicated - 4-Wire VG																
Monthly Recurring per month		**		UNCVX	ULDV4	$20.56										
Local Channel - Dedicated - DS1																
DS1 Monthly Recurring per month		**		UNC1X	ULDF1	$20.56	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	
Interoffice Channel - Dedicated - 2-wire VG																
Interoffice Channel - Dedicated 2-wire VG - per mile per month		**		UNCVX	1L5XX	$0.0174										
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month		**		UNCVX	U1TV2	$18.58										
Interoffice Channel - Dedicated - 2-wire VG Rev Battery																
nteroffice Channel - Dedicated 2-wire VG - per mile per month		**		UNCVX	1L5XX	$0.0174										
nteroffice Channel - Dedicated 2-wire VG - Facility Termination per month		**		UNCVX	U1TR2	$18.58										
Interoffice Channel - Dedicated - 56kbps																
Interoffice Channel - Dedicated- 56 kbps - per mile per month		**		UNCDX	1L5XX	$0.0174										
Interoffice Channel - Dedicated - 56 kbps - Facility Termination per month		**		UNCDX	U1TD5	$17.98										
Interoffice Channel - Dedicated - 64kbps																
Interoffice Channel - Dedicated - 64 kbps - per mile per month		**		UNCDX	1L5XX	$0.0174										
Interoffice Channel - Dedicated - 64 kbps - Facility Termination per month		**		UNCDX	U1TD6	$17.98										

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Interoffice Channel - Dedicated - DS1																
Interoffice Channel - Dedicated - DS1 - per mile per month		**		UNC1X	1L5XX	$0.3562										
Interoffice Channel - Dedicated - DS1 - Facility Termination per month		**		UNC1X	U1TF1	$77.86										
Local Loop - Dedicated - 2-Wire VG																
Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAL2	$16.56										
Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAL2	$21.63										
Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAL2	$28.28										
Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 2-Wire VG - Rev Bat.																
Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAR2	$16.56										
Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAR2	$21.63										
Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAR2	$28.28										
Local Loop - Dedicated - 4-Wire VG																
Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAL4	$24.70										
Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAL4	$32.25										
Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAL4	$42.17										
Local Loop - Dedicated - 2-Wire ISDN Digital																
Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 1		**	1	UNCVX	U1L2X	$22.00										
Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 2		**	2	UNCVX	U1L2X	$29.02										
Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 3		**	3	UNCVX	U1L2X	$37.95										
Local Loop - Dedicated - 4-Wire 56 kbps																
Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 1		**	1	UNCVX	UDL56	$31.10										
Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 2		**	2	UNCVX	UDL56	$40.61										
Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 3		**	3	UNCVX	UDL56	$53.11										
Local Loop - Dedicated - 4-Wire 64 kbps																
Local Loop - Dedicated - 4-Wire 64 kbps Digital - Monthly Recurring per month - Zone 1		**	1	UNCVX	UDL64	$31.10										

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETEORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	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
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Local Loop - Dedicated - 4-Wire 64 kbps Digital - Monthly Recurring per month - Zone 2		**	2	UNCVX	UDL64	$40.61										
Local Loop - Dedicated - 4-Wire 64 kbps Digital - Monthly Recurring per month - Zone 3		**	3	UNCVX	UDL64	$53.11										
Local Loop - Dedicated - DS1																
Local Loop - Dedicated - DS1 - Monthly Recurring per month - Zone 1		**	1	UNC1X	USLXX	$57.73										
Local Loop - Dedicated - DS1 - Monthly Recurring per month - Zone 2		**	2	UNC1X	USLXX	$75.40										
Local Loop - Dedicated - DS1 - Monthly Recurring per month - Zone 3		**	3	UNC1X	USLXX	$98.59										
DS1 Channelization																
DS1 to DS0 Channel System per month		**		UNC1X	MQ1	$80.77										
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)		**		UNCDX	1D1DD	$1.82										
2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month		**		UNCNX	UC1CA	$3.10										
Voice Grade COCI - DS1 to DS0 Channel System - per month		**		UNCVX	1D1VG	$0.91										
MULTIPLEXERS																
DS3 to DS1 Channel System per month		**		UNC3X	MQ3	$222.98										
STS1 to DS1 Channel System per month		**		UNCSX	MQ3	$222.98										
DS3 Interface Unit (DS1 COCI) used with Loop per month		**		UNC1X	UC1D1	$17.58										

* Rates for these elements, products or services were not ordered by the TRA in Docket No. 97-01262. However, such elements, products or services are necessary for the provision of other elements, products or services for which permanent rates were ordered.

** Rates for these elements, products or services are related to a combination(s) ordered by the TRA in Docket No. 97-01262.

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES			OSS RATES					
							Nonrecurring	Nonrecurring Disconnect	Svc Order Sub-mitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	First Add'l	First Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)														
END OFFICE SWITCHING														
End Office Switching Function, Per MOU	End office switcing function					$0.0008041								
TANDEM SWITCHING														
Tandem Switching Function Per MOU	Tandem switching function					$0.0009778								
LOCAL INTERCONNECTION (TRANSPORT)														
COMMON TRANSPORT (Shared)														
Common Transport - Per Mile, Per MOU	Common transport - per mile, per MOU					$0.0000064								
Common Transport - Facilities Termination Per MOU	Common Transport - Facilities Termination per MOU					$0.0003871								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE														
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month	Interoffice Transport - Dedicated - Voice Grade			OHL, OH1MS	1L5NF	$0.0174								
Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination			OHL, OH1MS	1L5NF	$18.58	$83.35							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS														
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month	Interoffice Transport - Dedicated DSO - 56/64 kbps - Interoffice Transport - Dedicated - DSO - per mile			OHL, OH1MS	1L5NK	$0.0174								
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month	Interoffice Transport - Dedicated DSO - 56/64 kbps - Interoffice Transport - Dedicated - DSO - Facility Termination			OHL, OH1MS	1L5NK	$17.98	$83.35							
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month	Interoffice Transport - Dedicated DSO - 56/64 kbps - Interoffice Transport - Dedicated - DSO - per mile			OHL, OH1MS	1L5NK	$0.0174								
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month	Interoffice Transport - Dedicated DSO - 56/64 kbps - Interoffice Transport - Dedicated - DSO - Facility Termination			OHL, OH1MS	1L5NK	$17.98	$83.35							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1														
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month	Interoffice Transport - Dedicated - DS1 - per mile			OH1, OH1MS	1L5NL	$0.3562								
Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month	Interoffice Transport - Dedicated - DS1 - Facility Termination			OH1, OH1MS	1L5NL	$77.86	$131.95							
LOCAL CHANNEL - DEDICATED TRANSPORT														
Local Channel - Deldicated - 2-Wire Voice Grade per month	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]			OHL	TEFV2	$17.18	$254.14							
Local Channel - Dedicated - 4-Wire Voice Grade per month	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]			OHL	TEFV4	$18.18	$257.05							
Local Channel - Dedicated - DS1 per month	Local Channel - Dedicated - Dedicated DS1 [shown here deaveraged]			OH1	TEFHG	$36.24	$310.53							
MULTIPLEXERS														
Channelization - DS1 to DS0 Channel System	Channelization - Channel System DS1 to DSO			OH1, OH1MS	SATN1	$80.77	$186.34							
DS3 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			OH3 OH3MS	SATNS	$222.98	$314.48							
DS3 Interface Unit (DS1 COCI) per month	Interface Unit - Interface DS3 to DS1			OH1, OH1MS	SATCO	$17.58	$6.07				$20.35	$9.80	$11.49	$1.18

ODUF/ADUF/CMDS
Tennessee

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not In TRA Docket 97-01262	Zone	BCS	USOC	RATES			OSS RATES					
						Rec	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
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/EDOUF/ADUF/CMDS																
OPTIONAL DAILY USAGE FILE (ODUF)																
ODUF: Recording, per message	OSS OLEC Daily Usage File Recording per message				N/A	$0.0000044										
ODUF: Message Processing, per message	OSS OLEC Daily Usage File Message Distribution per message				N/A	$0.0027366										
ODUF: Message Processing, per Magnetic Tape provisioned	OSS OLEC Daily Usage File Message Distribution per magnetic tape provisioned				N/A	$52.75										
ODUF: Data Transmission (CONNECT:DIRECT), per message	OSS OLEC Daily Usage File Data Transmission (Connect: Direct), per message				N/A	$0.0000339										

2-WIRE ANALOG VOICE GRADE LOOP
4-WIRE ANALOG VOICE GRADE LOOP
2-WIRE ISDN DIGITAL GRADE LOOP
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP
4-WIRE DS1 DIGITAL LOOP
4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP
SUB-LOOP DISTRIBUTION
SUB-LOOP FEEDER
NETWORK INTERFACE DEVICE (NID)
UNBUNDLED LOOP CONCENTRATION
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)
UNBUNDLED LOCAL SWITCHING, PORT USAGE
COMMON TRANSPORT (SHARED)
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- 56/64 KBPS
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1
LOCAL CHANNEL - DEDICATED TRANSPORT
MULTIPLEXERS
DARK FIBER
8XX ACCESS TEN DIGIT SCREENING
LINE INFORMATION DATA BASE ACCESS (LIDB)
SIGNALING (CCS7)
SELECTIVE ROUTING
AIN - BELLSOUTH AIN SMS ACCESS SERVICE
AIN - BELLSOUTH AIN TOOLKIT SERVICE
OPTIONAL DAILY USAGE FILE (ODUF)
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
2-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 30, 1999

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company ("Cinergy") a Kentucky corporation, and BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999, ("Agreement").

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

1. The following paragraph will be added as Section 5.6.3.7 to Attachment 2 of the Agreement :

   5.6.3.7 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.

2. Section 5.6.2.3 will be deleted in its entirety and replaced with a new Section 5.6.2.3 in Attachment 2 of the Agreement as follows:

   5.6.2.3 In all states other than Georgia and Tennessee, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Cinergy combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.

3. Rates for the Unbundled Coin Port/Loop Combinations for the states of Kentucky and Tennessee are attached hereto as Exhibit B.

4. All of the other provisions of the Agreement, dated November 30, 1999, shall remain in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.	**Cinergy Communications Company**
By:	**By:**
Name: Greg Follensbee	**Name:**
Title: Senior Director	**Title:**
Date: 8/20/01	**Date:**

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	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
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
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 ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					$16.15										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$22.64										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$31.09										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$19.73										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$28.27										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	$2.91						$19.99	$19.99			
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	$2.91						$19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	$2.91						$19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	$2.91						$19.99				
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	$2.91						$19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	$2.91						$19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	$2.91						$19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	$2.91						$19.99				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	$2.91						$19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	$2.91						$19.99				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	$2.91						$19.99				
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	$2.57	$0.0	$0.0								

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	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 Addl	Incremental Charge Manual Svc Order vs Electronic Disc 1st	Incremental Charge Manual Svc Order vs Electronic Disc Addl
							Rec	First	Addl	First	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		$10.00	$10.00				$19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$10.00	$10.00				$19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.0	$0.0				$19.99				
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
		These scenarios include:															
		1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee															
		2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines															
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte Gastonia-Rock Hill), TN (Nashville)															
		BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference															
		The Market Rate for unbundled ports includes all available features in all states.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
		For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1					$27.54										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$33.73										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$42.27										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$19.73										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$28.27										
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	$14.00	$90.00	$90.00				$19.99				
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	$14.00	$90.00	$90.00				$19.99				

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	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
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	$14.00	$90.00	$90.00				$19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	$14.00	$90.00	$90.00					$33.67	$7.88		
		2-Wire Coin [illegible]y with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, [illegible]MS)			UEPCO	UEPCD	$14.00	$90.00	$90.00				$19.99				
		2-Wire Co[illegible]d without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	$14.00	$90.00	$90.00				$19.99				
		2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEPCO	UEPRJ	$14.00	$90.00	$90.00				$19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	$14.00	$90.00	$90.00				$19.99				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	$14.00	$90.00	$90.00				$19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		$0.0	$0.0								

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	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
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
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 rate element 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			$14.36										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.19										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.20										
	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 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	$0.00	$0.00								
		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	$7.01		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$1.03	$0.29					$30.89	$7.01		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.00	$0.00					$30.89	$7.01		

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	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
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
		These scenarios include:															
		1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.															
		2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill), TN (Nashville).															
		BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference															
		The Market Rate for unbundled ports includes all available features in all states.															
		End Office and Tandem Switch[illegible]age and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC URECU)															
		For Not Currently Combined s[illegible] where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are [illegible]nized accordingly.															
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1					$26.48										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$30.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$35.32										
		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										
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	$14.00							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	$14.00	$90.00	$90.00					$30.89	$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		$41.5	$41.5								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		$41.5	$41.5								
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		$0.0	$0.0								

AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 30, 1999

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company ("Cinergy Communications"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999, ("Agreement").

WHEREAS, BellSouth and Cinergy Communications entered into the Agreement on November 30, 1999, and;

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

1. The Parties agree to amend Attachment 2 by adding provisions for LATAwide Local Calling by adding Paragraph 4.1.3.2.1, Paragraph 4.1.3.2.2, Paragraph 4.1.3.2.3, Paragraph 4.1.3.2.4, Paragraph 4.1.3.2.5, and Paragraph 4.1.3.2.6 attached hereto and incorporated by reference as Exhibit E.

2. All of the other provisions of the Agreement, dated May 5, 2000, shall remain in full force and effect.

3. BellSouth shall submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications, Inc. Company	**BellSouth Telecommunications, Inc.**
By: [signature] as pres. dept	By: [signature]
Name: John P. Ciarlli	Name: Greg Follensbee
Title:	Title: Senior Director
Date: 8/15/01	Date: 8/20/01

4.1.3.2.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to Cinergy Communications local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.

4.1.3.2.2 Provided that Cinergy Communications 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 Cinergy Communications local end user, or originated by a BellSouth local end user and terminated to an Cinergy Communications 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 Cinergy Communications 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 Cinergy Communications shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.2.3 Where Cinergy Communications 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 Cinergy Communications 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 Cinergy Communications the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Cinergy Communications shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.2.4 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 Cinergy Communications the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.1.3.2.5 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 Cinergy Communications shall not bill BellSouth originating or terminating switched access for such calls.

4.1.3.2.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to

previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
COMMUNITY TELEPHONE CORPORATION AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 30, 1999

Pursuant to this Amendment to the INTERCONNECTION Agreement between Community Telephone Corporation and BellSouth Telecommunications, Inc. ("The Amendment"), Community Telephone Corporation ("Community ") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999, ("Interconnection Agreement").

WHEREAS, Community has changed the name of said business to Cinergy Communications Company, a Kentucky corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

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

1. The name of Community in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Cinergy Communications Company ("Cinergy").

2. All of the other provisions of the Interconnection Agreement, dated November 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

07/29/99

07/29/99

AMENDMENT
TO THE
AGREEMENT BETWEEN
COMMUNITY TELECOMMUNICATIONS CORPORATION
DATED NOVEMBER 30, 1999

Pursuant to this Agreement, (the "Amendment") Community Telephone Corporation ("Community") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999 ("Agreement").

WHEREAS, BellSouth and Community entered into an Interconnection Agreement on November 30, 1999, and;

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

1. The Parties have agreed to amend the Agreement dated November 30, 1999, to add, for Tennessee, the Tennessee Disaster Recovery Plan as Attachment 11 of the Interconnection Agreement.

2. All of the other provisions of the Agreement, dated November 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission 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.

Community Telephone Corporation

By: _____ as pres.

Name: John Ciarlli

Title: President

Date: 05/01/01

BellSouth Telecommunications, Inc.

By: _____

Name: C W Boltz

Title: Managing Director

Date: 5/16/01

2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING

For

CLECS

CONTENTS

1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

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

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

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

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

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

BST Disaster Management Plan

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

AMENDMENT
TO THE
AGREEMENT BETWEEN
COMMUNITY TELEPHONE COPRORATION
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 30, 1999

Pursuant to this Agreement, (the "Amendment"), Community Telephone Corporation ("Community"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 30, 1999 ("Agreement").

WHEREAS, BellSouth and Community entered into an Interconnection Agreement on November 30, 1999, and;

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

1. Attachment 2 of the Agreement, including Exhibit D of Attachment 2, is hereby deleted in its entirety and replaced with a new Attachment 2, including a new Exhibit D, attached hereto as Exhibit 1.

2 All of the other provisions of the Interconnection Agreement dated November 30, 1999 shall remain unchanged and in full force and effect until the expiration date.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies 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.

Community Telephone Corporation

By: _____

Name: Jon Greenlaw

Title: EVP

Date: 9/7/00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 9/15/00

EXHIBIT 1

Attachment 2

Network Elements and Other Services

EXHIBIT 1

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EXHIBIT 1

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Community in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Community to offer telecommunications service in the manner Community intends.

1.2.2 Except upon request by Community, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.

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

EXHIBIT 1

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

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

1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Community will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

1.8 Standards for Network Elements

1.8.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

EXHIBIT 1

2. **Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 **Unbundled Loops**

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") 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.

2.1.3 The provisioning of service to a CLEC'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 a separate component, that are not considered a part of the loop, and thus, have a separate charge.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Community advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Community requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Community may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Community 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 according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Community, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5, will apply. If Community cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.

2.1.8 If Community modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by Community.

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

2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an 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 customers. If Community requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to Community, and will be provided with OC. The OC feature will allow Community 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.

EXHIBIT 1

2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Community the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.14 Community will be responsible for testing and isolating troubles on the loops. Once Community has isolated a trouble to the BellSouth provided loop, Community will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.1.15 If Community reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Community for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.16 If Community reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Community for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a 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 will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

EXHIBIT 1

2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Community may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Community's choosing. Community will determine the type of service that will be provided over the loop.

2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.1.22 Technical Requirements

2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Community's request.

2.1.22.2 Community 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.

2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the

loop by Community will be consistent with industry standards and BellSouth's TR73600.

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

2.1.22.5 In some instances, Community will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Community can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Community will determine the type of service that will be provided over the loop. In some cases, Community may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM)process will be used to determine the costs and feasibility of these activities.

2.1.22.6 In those cases where Community 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.

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

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

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

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

EXHIBIT 1

2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

2.2.4 BellSouth shall recover the cost of line conditioning requested by Community through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 **Integrated Digital Loop Carriers**

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Community to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Community with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. 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. Community will then have the option of paying the one-time SC rates to place the loop facilities or Community may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

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

EXHIBIT 1

2.4.2 BellSouth shall permit Community to connect Community's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Community may access the end user's wire by any of the following means: BellSouth shall allow Community to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. Community agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

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

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

2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party, and (3) the Party disconnecting appropriately caps off and guards the other Party's loops. It will be the CLEC'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. In such cases, 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 CLEC does not wish to accept this responsibility,

other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

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

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

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Community to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

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

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

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Community may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When Community deploys its own local loops with respect to multiple-line termination devices, Community shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

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

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to Community 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.

EXHIBIT 1

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

2.6 **Sub-loop Elements**

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 **Unbundled Sub-Loop (distribution facilities)**

2.7.1 Definition

2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer'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. Following are the current sub-loop distribution offerings:

EXHIBIT 1

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) 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.

2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.7.2 If Community requests a UCSL and a non-loaded pair is not available, Community may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. Community may order Loop Make-up to determine what loop modifications will be required.

2.7.3 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, Community would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to Community's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. Community's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscribers' building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-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.2.8.5In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and

will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for Community's use on this cross-connect panel Community will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Community has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. 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 2.8.6) to accommodate Community's request for Unbundled Sub-Loops, Community may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Community will have the option of paying the SC charges to modify the BellSouth facilities.

2.7.6 Set-up work must be completed before Community can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the 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.

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

2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

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

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

EXHIBIT 1

2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Community pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.8.2 Definition

2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

2.8.3 Requirements

2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party 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..

2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, 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 Upon notice from the Requesting Party to the Provisioning party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in 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 Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). 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 on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the

EXHIBIT 1

Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.

2.8.3.5 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.

2.8.3.6 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). Community will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. 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).

2.8.3.8 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.

2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

EXHIBIT 1

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

2.8.3.11 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.

2.9 **Unbundled Sub-Loop Concentration System (USLC)**

2.9.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Community with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Community's collocation space. TR-008 and TR303 interface standards are available.

2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Community's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Community's sub-loops to be concentrated onto multiple 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 RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.9.3 In these scenarios Community would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Community's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

EXHIBIT 1

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

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

2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

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

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the Communitys loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

2.10.5.1 Community will extend its compatible cable to BellSouth's cross-box. The cable will then be connected 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 Community. Community will then have the option of paying the special construction charges or canceling the order.

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

2.10.5.3 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.

2.11 **Dark Fiber**

2.11.1 Definition

EXHIBIT 1

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available..

2.11.2 Requirements

2.11.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to Community.

2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Community's request subject to time and materials charges.

2.11.2.3 Community may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.11.2.4 BellSouth shall use its best efforts to provide to Community information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Community ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Community's use and may not allow any other party to use such media, including BellSouth.

2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Community within thirty (30) business days after it receives written confirmation from Community that the Dark Fiber previously deemed available by BellSouth is wanted for use by Community. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Community to connect or splice Community provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.

EXHIBIT 1

2.11.2.7 Community may splice and test Dark Fiber obtained from BellSouth using Community or Community designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.12 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

2.13 **Operational Support Systems (OSS)**

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

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

2.13.2 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

2.13.3 Denial/Restoral OSS Charge

EXHIBIT 1

2.13.3.1 In the event Community 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.

2.13.4 Cancellation OSS Charge

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

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

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 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 D.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

2.14.1.1 BellSouth shall make available to Community loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Community ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.14.1.2 BellSouth will provide Community with loop makeup 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 devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Community for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Community and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

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2.14.1.3 BellSouth's LMU information is provided to Community 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.

2.14.1.4 Targeted deployment of this service commences in the month of July, 2000 for manual LMU. Mechanized LMU is available for limited deployment at the end of July, 2000 to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth.

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 Community will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Community determines that it needs further loop data information in order to make a determination of loop service capability, Community may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.

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

2.14.3 LMUSI Types & Associated Charges

Community may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit D.

2.14.3.1 Community will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

2.14.3.2 Community may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Community does not plan to place a UNE local service request (LSR) should be cancelled by Community. Should

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Community wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Community for the facility queried. During this holding time and prior to Community's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Community's ability to order the exact facility reserved.

2.14.3.4 If Community does not submit an LSR for a UNE service order 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.

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

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever Community has reserved a facility through BellSouth's preordering LMU service, should Community seek to place a subsequent UNE LSR on a reserved facility, Community shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., Community will be billed the appropriate rate element for the specific type UNE loop ordered by Community as set forth in this Attachment. Community will not be billed any additional Loop Makeup charges for the loop so ordered. Should Community choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, Community will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Markup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.

2.14.4.2 Where Community submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Community the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Community. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by Community during the LMU pre-ordering transaction, BellSouth will assign to Community, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Community. If the

ordered loop type is not available, Community may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.14.4.3 BellSouth offers LMU information for the sole purpose of allowing Community to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that Community wishes to provide over those loops. Community 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; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Community shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Community bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Community bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Community's equipment for accomplishing Community's end goal for the intended service it wishes to provide its end-user(s). Community is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Community access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit D. BellSouth shall provide Community with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

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 Community 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 presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be

acceptable for deployment pursuant to FCC rules. 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. Community shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Community shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for Community to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned 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. The process of removing such devices is called "conditioning." BellSouth shall charge and Community shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g.,unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Community to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Community shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If Community requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Community shall pay for the loop to be restored to its original state.

3.1.4 Community's termination point is the point of termination for Community on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect the Community's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Community's xDSL equipment in the Community's collocation space.

3.1.5 Community shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

EXHIBIT 1

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

3.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Community and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Community'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. BellSouth and Community will reevaluate this forty-two (42) day interval on or before August 1, 2000.

3.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Community in a central office, Community shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Community access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Community with a carrier notification letter at least 30 days before such change and shall work collaboratively with Community to select a mutually agreeable brand of splitter for use by BellSouth. Community shall thereafter purchase ports on the splitter as set forth more fully below.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the Community collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Community DS0 termination point as possible. 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. BellSouth will cross-connect the splitter data ports to a specified Community DS0 at such time that a Community end user's service is established.

EXHIBIT 1

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, and Community desires to continue providing xDSL service on such loop, Community shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Community shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Community desires to continue providing xDSL service on such loop, Community shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Community notice in a reasonable time prior to disconnect, which notice shall give Community an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Community purchases the full stand-alone loop, Community may elect the type of loop it will purchase. Community will pay the appropriate recurring and non-recurring rates for such loop as set for in Attachment 2 of the Agreement. In the event Community purchases a voice grade loop, Community acknowledges that such loop may not remain xDSL compatible.

3.2.1.6 Community and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Community agree that Community is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Community with access to feeder sub-loops at UNE prices. BellSouth and Community will work together to establish methods and procedures for providing Community access to the High Frequency Spectrum over fiber fed digital loop carriers.

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

3.3.1 To order High Frequency Spectrum on a particular loop, Community must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Community to create a concurrent process that allows Community to order splitters in central offices where Community is in the process of obtaining collocation space and enables BellSouth

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to install such splitters before the end of Community's collocation provisioning interval. While that process is being developed, Community may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows Community to order splitter ports in increments of 24 or 96 ports.

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

3.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free LSR. BellSouth will provide Community with access to the High Frequency Spectrum as follows:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Community's FOC; 6-10 lines at same address within 5 business days from the receipt of Community's FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Community will re-evaluate these intervals on or before August 1, 2000.

3.3.4 Community will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Community and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Community, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

3.4 Maintenance and Repair

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

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination

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Point of demarcation in the central office. Community will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Community. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

3.4.4 BellSouth and Community will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Community has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

3.4.5 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

3.4.6 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

3.4.7 In the event Community'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 Community and allow twenty-four (24) hours to cure the trouble. If Community fails to resolve the trouble, BellSouth may discontinue Community's access to the High Frequency Spectrum on such loop.

3.5 Pricing

3.5.1 BellSouth and Community agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the

event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Community's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

3.5.2 BellSouth and Community enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Community may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Community may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Community might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Community with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

4. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

4.1 Local Switching

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to Community for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Community for the

provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.

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

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

4.1.3.1 Definition

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

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

4.1.3.3 In the event that Community orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A,

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BellSouth's sole recourse shall be to charge Community the market based rate in Exhibit D for use of the local circuit switching functionality for the affected facilities.

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

4.1.3.5 BellSouth will provide to Community customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for Community's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Community. Community customers may use the same dialing arrangements as BellSouth customers.

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

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

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

4.1.4 Technical Requirements

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

4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

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

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

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

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

4.1.4.7 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.

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

4.1.4.9 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.

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

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

4.1.4.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer

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Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

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

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

4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

4.1.4.16 BellSouth shall offer to Community all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

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

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

4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

4.1.5 Interface Requirements BellSouth shall provide the following interfaces to loops:

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

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4.1.5.2 Coin phone signaling;

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

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

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

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

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

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

4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Community;

4.1.6.2 Interface to Community operator services systems or Operator Services through appropriate trunk interconnections for the system; and

4.1.6.3 Interface to Community Directory Assistance Services through the Community switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Community required access to interexchange carriers as requested through appropriate trunk interfaces.

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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

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

4.2.2.2 Tandem Switching will provide screening as jointly agreed to by Community and BellSouth;

4.2.2.3 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;

4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Community;

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

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

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

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

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

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

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

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

4.2.8 BellSouth shall maintain Community's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

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

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

4.2.12 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.

4.2.13 Interface Requirements

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

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

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

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

4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for Community's traffic overflowing from direct end office high usage trunk groups.

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4.2.13.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of Community. AIN Selective Carrier Routing will provide Community 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.

4.3.2 Community 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.

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

4.3.4 Where AIN Selective Carrier Routing is utilized by Community, the routing of Community's end user calls shall be pursuant to information provided by Community 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.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Community shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit D 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 D of this Attachment. For each Community end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit D of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Community shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit D of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order

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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 the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, 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.

4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

4.3.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

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

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

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

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

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

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

4.4.6.1 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);

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

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

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

4.4.7 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according tot 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**

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 Community for the provision of a telecommunications service.

4.7 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

4.8 **Operational Support Systems (OSS)**

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The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

5. Unbundled Network Element Combinations

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport 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. 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 Community's POP serving wire center. The circuit must be connected to Community's switch for the purpose of provisioning telephone exchange service to Community's end-user customers. The EEL will be connected to Community's facilities in Community's collocation space at the POP SWC, or Community may purchase BellSouth's access facilities between Community's POP and Community's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to Community in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Community those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Community in density Zone 1, as defined in 47 C.F.R. 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 regardless of whether or not such EELs are

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Currently Combined. Except as stated above, EELs will be provided to Community 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 EEL combinations for DS1 level and above will be available only when Community provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

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5.3.7 Special Access Service Conversions

5.3.7.1 Community may not convert special access services to combinations of loop and transport network elements, whether or not Community self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Community 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 Community requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Community shall provide to BellSouth a letter certifying that Community 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 Community seeks to qualify for conversion of special access circuits. Community shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.1.1 Community certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Community'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, Community is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Community 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

5.3.7.1.2 Community 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 this criteria. The loop-transport combination must terminate at Community'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

5.3.7.1.3 Community 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

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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 this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Community 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.

5.3.7.2 In addition, there may be extraordinary circumstances where Community 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, Community 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 Community's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.3 BellSouth may at its sole discretion audit Community 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 Community 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, Community shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Community 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 Community.

5.3.7.4 Community 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.

5.3.8 Rates

5.3.8.1 Georgia

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

5.3.8.3 On an interim basis, 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. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.3.8.4 To the extent that Community 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, Community, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.3.8.5 All Other States

5.3.8.5.1 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 D of this Attachment.

5.3.8.6 Multiplexing

5.3.8.6.1 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 Network Element Combinations**

5.4.1.1 In the state of Georgia, BellSouth shall make available to Community, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Community, in accordance with Section 5.4.2.2 below, combinations

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of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

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 D of this Attachment.

5.4.2.1.2 On an interim basis, 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 which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that Community 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, Community, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

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 D of this Attachment.

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to Community a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Community 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 5.3.7.

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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 D and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **Port/Loop Combinations**

5.6.1 At Community's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

5.6.1.1 BellSouth shall not 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.

5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 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 Community if Community's customer has 4 or more DS0 equivalent lines.

5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.6.2.1 In Georgia, BellSouth shall provide to Communitycombinations of port and loop network elements to Community on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.

5.6.2.2 In all other states, BellSouth shall provide to Community combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as forth in Sections 5.6.1.1and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.

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5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Community combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.

5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Community combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit D. The rates for not Currently Combined combinations shall be negotiated by the Parties.

5.6.3 Combination Offerings

5.6.3.1 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.

5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

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6. Transport, Channelization and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport 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 Community.

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.

6.2 BellSouth shall:

6.2.1 Provide Community 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;

6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Community could use to provide telecommunications services;

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

6.2.4 Permit, to the extent technically feasible, Community to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.3 **Common (Shared) Transport**

EXHIBIT 1

6.3.1 Definition of Common (Shared) Transport

6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

6.3.2 Technical Requirements of Common (Shared) Transport

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

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

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

6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

6.4 **Dedicated Transport**

6.4.1 Definitions

6.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.4.3 Unbundled Local Channel

6.4.4 Unbundled Local Channel is the dedicated transmission path between Community's Point of Presence and the BellSouth Serving Wire Center's collocation.

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6.4.5 Unbundled Interoffice Channel.

6.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.4.7.1 As capacity on a shared UNE facility.

6.4.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Community. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.4.8 When Dedicated Transport is provided it shall include:

6.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

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

6.4.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.

6.4.10 Technical Requirements

6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.

6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Community designated traffic.

6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

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

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

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1 (Extended SuperFrame - ESF);

6.4.10.6.3 DS3 (signal must be framed);

6.4.10.6.4 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.

6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Community.

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

6.4.11.1 BellSouth Technical References:

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

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

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

6.4.12 Provided that the facility is used to transport a significant amount of local exchange services Community shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.5 **Unbundled Channelization**

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6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

6.5.2.1 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. This 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, Community can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.5.3 Channelization capabilities will be as follows:

6.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

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

6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

6.5.8 Technical Requirements

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6.5.8.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

6.5.8.2 DS0 to DS1 Channelization

6.5.8.2.1 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.* DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.*

6.5.8.3 DS1 to DS3 Channelization

6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications.* DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications.* The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 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.* DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network.Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements

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terminated to such strands to operationalize its transmission capabilities will be available.

6.6.3 Requirements

6.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to Community.

6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Community's request subject to time and materials charges.

6.6.3.3 Community may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to Community information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Community ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Community's use an may not allow any other party to use such media, including BellSouth.

6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Community within thirty (30) business days after it receives written confirmation from Community that the Dark Fiber previously deemed available by BellSouth is wanted for use by Community. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Community to connect or splice Community provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.6.3.7 Community may splice and test Dark Fiber obtained from BellSouth using Community or Community designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall

provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.7 **Rates**

6.7.1 The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

7. **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Community. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide Community with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

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7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Sig··· ling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Community.

7.1.2.3 The SCP shall also provide, at Community's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 **Automatic Location Identification/Data Management System (ALI/DMS)**

7.2.1 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 more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

7.3 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

8 **Line Information Database (LIDB)**

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

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

8.2.3 Technical Requirements

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

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

8.2.4.2 Within two (2) weeks after a request by Community, BellSouth shall provide Community with a list of the customer data items, which Community 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.

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

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

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

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

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8.2.4.7 BellSouth shall provide priority updates to LIDB for Community data upon Community'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.

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

8.2.4.9 BellSouth shall perform backup and recovery of all of Community'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.

8.2.4.10 BellSouth shall provide Community 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 Community and BellSouth.

8.2.4.11 BellSouth shall prevent any access to or use of Community 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 Community in writing.

8.2.4.12 BellSouth shall provide Community 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 Community at least at parity with BellSouth Customer Data. BellSouth shall obtain from Community the screening information associated with LIDB Data Screening of Community data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability

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is available, BellSouth shall offer it to Community under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

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

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

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

8.2.5 Interface Requirements

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

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

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

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

8.3 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

9. Signaling

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links,

signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.3 **Signaling Link Transport**

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

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

9.3.5 A signaling link layer shall satisfy a performance objective such that:

9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

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

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

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

9.3.5.4 Interface Requirements

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

9.4 **Signaling Transfer Points (STPs)**

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction

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Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Community 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 Community 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.

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

9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Community 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 Community database, then Community agrees to provide BellSouth with the Destination Point Code for the Community database.

9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Community 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,

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STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Community and BellSouth.

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

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

9.4.2.9.2 SS7 AIN Access shall provide Community SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Community SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Community 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 STPs options to connect Community or Community-designated local switching systems or STPs to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from Community local STPs.

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

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within

the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Community local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Community will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Community will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.6 Message Screening

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

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

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

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 **Service Control Points/Databases**

9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number

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Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Community in accordance with the following requirements.

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

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

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

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Community customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

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9.6 **Local Number Portability Database**

9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of Community local Signaling Transfer Point Switches (STP) and Community local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Community local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

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

9.7.5 If traffic is routed based on dialed or translated digits between an Community 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

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Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Community local STPs and BellSouth or other third-party local switch.

9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

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

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

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

9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and

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9.7.13.5 BellSouth shall set message screening parameters to accept messages from Community local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Community switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 **Operator Systems**

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 **Operator Service**

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

10.3.2 Requirements

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10.3.2.1 When Community requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to Community end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Community local end users the same IXC access as provided to BellSouth end users.

10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Community that BellSouth provides for its own operator service.

10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Community.

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10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Community in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Community, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Community's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Community may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

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

10.4.4.1.1 New end user connections: BellSouth will provide service to Community that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to Community that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to Community that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Community end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Community to have its calls custom branded with Community's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.5.2 BellSouth offers four service levels of branding to Community when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Community for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

10.4.6.2 Unbranding, Custom Branding, and Self Branding require Community to order selective routing for each originating BellSouth end office identified by Community. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Customer Branding and Self Branding require Community to order dedicated trunking from each BellSouth end office identified by Community, to either the BellSouth Traffic Operator Position System (TOPS) or Community Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices

identified by Community to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.7 For Facilities Based Carriers

10.4.7.1 All Service Levels require Community 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.

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Community requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

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

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

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

10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

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

10.4.9.5 BellSouth will provide to Community purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Community end users may use the same dialing arrangements as BellSouth end users, but obtain a Community branded service.

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

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Community end users. The term "end user" denotes any entity which obtains

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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)). Community agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Community agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Community authorizes the inclusion of Community Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide Community initially with a base file of subscriber listings which reflect all listing change activity occurring since Community's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Community and BellSouth. Community agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Community on a Business, Residence, or combined Business and Residence basis. Community agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Community receives the Base File.

10.5.4 BellSouth is authorized to include Community Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Community Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Community.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 **Direct Access to Directory Assistance Service**

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

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10.6.2 BellSouth will provide DADAS from its DA location. Community will access the DADAS system via a telephone company provided point of availability. Community has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each Community subsystem will be provided by BellSouth. Interconnection between Community's system and a specified BellSouth location will be pursuant to the use of Community owned or Community leased facilities and shall be appropriate sized based upon the volume of queries being generated by Community.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.6.5 Rates for DADAS are as set forth in this Attachment.

10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**

10.7.1 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 more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

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10.7.2.1 BellSouth shall offer Community a data link to the ALI/DMS database or permit Community to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Community immediately after Community inputs information into the ALI/DMS database. Alternately, Community may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

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

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

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

10.7.3 Interface Requirements

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

10.8 **Rates**

EXHIBIT 1

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

11. **Calling Name (CNAM) Database Service**

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Community must provide to its account manager a written request with a requested activation date to activate this service. If Community is interested in requesting CNAM with volume and term pricing, Community must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

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

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Community the capability that will allow Community and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 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 Community. Scheduling procedures shall provide Community equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect Community service logic and data from unauthorized access, execution or other types of compromise.

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

EXHIBIT 1

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.

11.4.4 When Community selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Community access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When Community selects SCE/SMS AIN Access, BellSouth shall allow Community to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 **Rates**

The prices that Community shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If Community orders network elements and other services, then Community is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Community 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. Community 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. Community will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Community will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, Community will be required to install a minimum of two dedicated trunks originating from the Community 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. Community will be required to provide BellSouth daily updates to the E911 database. Community 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, Community 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. Community 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.

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

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

12.5.5 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 Community to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

13.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

EXHIBIT 1

(a) BellSouth and Community are entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT 1

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

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 Community and pursuant to which BellSouth, its LIDB customers and Community shall have access to such information. Community 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 Community, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. 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 Community of fraud alerts so that Community may take action it deems appropriate. Community understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Community pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Community 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.

Community understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Community further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Community understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Community's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Community's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

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

II. TERM

EXHIBIT 1

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

III. FEES FOR SERVICE AND TAXES

A. Community will not be charged a fee for storage services provided by BellSouth to Community, as described in Section I of this 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 Community. Community shall have the right to have BellSouth contest with the imposing jurisdiction, at Community's expense, any such taxes that Community deems are improperly levied.

IV. INDEMNIFICATION

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

EXHIBIT 1

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

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

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

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

D. This Agreement constitutes the entire Agreement between Community and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence,

such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

EXHIBIT 1

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____("Community"), effective the _____ day of _____, _____.

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number that Community 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 Community.

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

EXHIBIT 1

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

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

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

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 Community.

III. RESPONSIBILITIES OF PARTIES

A. Community will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BellSouth will store in its LIDB the billing number information provided by Community. Under normal operating conditions, BellSouth shall include Community's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, 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 Community's working telephone numbers.

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

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

EXHIBIT 1

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Community, and where the last four digits (PIN) are a security code assigned by Community.

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

E. Community will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Community will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Community, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT 1

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

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

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

EXHIBIT 1

2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Community access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 Community shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Community's access to BellSouth's CNAM Database Services and shall be addressed to Community's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to Community requires interconnection from Community to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

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

3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall

EXHIBIT 1

establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

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

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

4.3 4.3 Community 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