BELLSOUTH

BellSouth Telecommunications, Inc.
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Guy M. Hicks
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October 2, 2002

VIA HAND DELIVERY

Hon. Sarah Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

DOCKET NO.
02-01128

Re: *Approval of the Interconnection Agreement, together with the Amendment, Negotiated by BellSouth Telecommunications, Inc. and East Tennessee Network, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No._____

Dear Chairman Kyle:

Enclosed are five paper copies and a CD Rom of the executed interconnection agreement and Amendment between BellSouth Telecommunications, Inc. and East Tennessee Network, LLC. The Amendment replaces Attachment 2, Rates.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Duane Uhls, East Tennessee Network, LLC

462157

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT AND AMENDMENT THERETO NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND EAST TENNESSEE NETWORK, LLC PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, East Tennessee Network, LLC ("East Tennessee Network") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated January 31, 2002, together with the Amendment to the Interconnection Agreement dated July 25, 2002 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, East Tennessee Network and BellSouth state the following:

1. East Tennessee Network and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to East Tennessee Network. The parties have also recently negotiated an amendment to the Interconnection Agreement. The Amendment replaces Attachment 2, Rates. A copy of the Agreement and Amendment is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, East Tennessee Network and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

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

4. East Tennessee Network and BellSouth aver that the Agreement is consistent with the standards for approval.

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

East Tennessee Network and BellSouth respectfully request that the TRA approve the Agreement, including the Amendments, negotiated between the parties.

This 11th day of Sept., 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

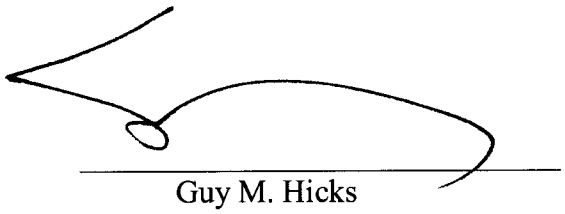
By:_____

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

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement and Amendment thereto on the following via United States Mail on this 12th day of Sept., 2002:

Duane Uhls
Vice President
East Tennessee Network, LLC
125 West Summer Street
Greeneville, TN 37743



Guy M. Hicks

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND EAST TENNESSEE NETWORK, LLC
DATED JANUARY 31, 2002

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and East Tennessee Network, LLC ("ETN") a Tennessee corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and ETN dated January 31, 2002 (the "Interconnection Agreement");

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

1. The Interconnection Agreement is hereby amended to delete Attachment 2, Rates, in its entirety and replace it with a new Attachment 2, Rates, attached hereto as Exhibit 1 and by reference made a part of this Amendment.

2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated January 31, 2002, shall remain in full force and effect.

3. This Amendment shall be effective thirty (30) calendar days following the date of the last signature of both Parties.

4. 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.

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: Pat C Finlen

Title: MANAGING DIRECTOR

Date: 7/25/02

East Tennessee Network, LLC

By: Duane Ackerman

Title: CEO

Date: 7/2/02

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92					20.35	10.54	13.32	13.32
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
		Engineering Information Document (EI)			UEANL			28.80	28.80								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52					20.35	10.54	13.32	13.32
		Engineering Information Document			UEQ			28.80	28.80					20.35	10.54	13.32	13.32
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					20.35	10.54	13.32	13.32
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W											
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL4O											
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82					20.34	10.54	13.32	13.32
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
SUB-LOOPS																
	Sub-Loop Feeder															
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25						20.35	10.54	13.32	13.32
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68					20.35	10.54	13.32	13.32
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34					20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.59									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	14.11										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder – STS-1 – Per Mile Per Month			UDLSX	1L5SL	14.11										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder – OC-3 – Per Mile Per Month			UDLO3	1L5SL	10.71										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	13.18										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	43.22										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32	

UNBUNDLED NETW ORK ELEM ENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	361.44	789.41	407.68	165.17	501.31			20.35	10.54	13.32	
UNBUNDLED LOOP CONCENTRATION																
	Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
									9.71							
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
	Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.															
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		163.06		92.71				20.35	10.54	13.32	13.32
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING															
	Line Sharing - per Line Activation (BST owned Splitter)			ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
UNBUNDLED DEDICATED TRANSPORT																
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade Facility Termination per month			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	8.66	8.66
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULDVX	ULDV2	17.18	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULDVX	ULDV2	22.44	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV2	29.34	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2								20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1		1	ULDVX	ULDR2	17.18	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULDVX	ULDR2	22.44	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 3		3	ULDVX	ULDR2	29.34	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNDVX	ULDV4	18.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNDVX	ULDV4	23.74	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV4	31.05	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	36.24	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47.33	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	61.89	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	1.18
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
	DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	1.18
	STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	9.80
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1		6.07	4.66					20.35	9.80	11.49	1.18
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1		6.07	4.66					20.35	9.80	11.49	1.18
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	58.83										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.74										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	58.83										
	NRC Dark Fiber - Local Loop			UDF	UDFL4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LIDB Common Transport Per Query			OQT		0.0000354										
	LIDB Validation Per Query			OQU		0.0117403										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03						20.35	20.35	13.28	13.28
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32	13.32
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0.0010541										
	CNAM for Non DB Owners, Per Query			OQV		0.0010541										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28	13.28
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.122818										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Minute					1.03										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.03										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		240.71	240.71					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.2286787										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE															
	Number Services Intercept Per Query					0.017793										
	DIRECTORY TRANSPORT (DT)															
	DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30						
	DT-DS1 Level Interoffice per mile					0.3562										
	DT-DS1 Level Interoffice per facility termination					77.86	112.40	76.27	19.55	14.99						
	SWA Common Transport per Directory Assistance Access Service Per Call					0.000271										
	SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165										
	Access Tandem Switching Per Directory Assistance Access Service Per Call					0.0001875										
	DT- Directory Assistance Interconnection Per Directory Assistance Service Call					0.00										
	DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43						
	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76						
	DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54						

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.0485										
	Directory Assistance Data Base Service, per month				DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00	7.03	7.03						
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		240.71	240.71								
	UNEP CLEC															
	Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						240.71	240.71								
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					20.35	20.35		
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.79										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		190,638.00						20.35			
		End Office Establishment			SRC	SRCEO		317.55	317.55	3.19	3.19			20.35	20.35	13.28	13.28
		Line/Port NRC, per end user			SRC	SRCLP											
		Query NRC, per query			SRC		0.0206047										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
		AIN SMS Access Service - Session, Per Minute					0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24					20.35	20.35	13.28	13.28

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Query Charge, Per Query					0.0211882										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.1321116	36.23	36.23					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	17.35	33.52	33.52					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0511435	36.23	36.23					20.35	20.35	13.28	13.28
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 | Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															

UNBUNDLED NETW ORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCXV	ULDV2	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 3			UNCXV	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	7.15										
	Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	611.30	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	7.15										

UNBUNDLED NETW ORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - STS-1 - Facility Termination per month			UNCSX	ULDFS	599.59	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	EXCHANGE PORT RATES (DID & PBX)																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			19.99	19.99	19.99	19.99
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10			41.43	42.17	9.80	9.80
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port – Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			40.69	42.17	9.07	10.54
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.0009778										
	Common Transport																
		Common Transport - Per Mile, Per MOU					0.0000064										
		Common Transport - Facilities Termination Per MOU					0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					30.89	7.03		
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					30.89	7.03		
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88							30.89	7.03		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88							30.89	7.03		
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00					30.89	7.03		
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
	UNBUNDLED REMOTE CALL FORWARDING - RES															
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UEPVJ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		34.78										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		44.32										
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.20										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	117.23	117.23					19.99	19.99		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88						19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.91	53.99	17.37					19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99		
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94						19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70					19.99	19.99		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99		
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99		
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Switch-as-is			UEPDC	USAC4		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91					19.99	19.99		
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00					19.99	19.99		
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00					19.99	19.99		
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00							19.99	19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) in GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99			
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03		
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80			30.89	7.03		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57			30.89	7.03		
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (Coin)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			49.60										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			51.09										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			56.00										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	40.00	600.00	45.00	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		100.00	42.50					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		100.00	42.50					30.89	7.03		
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		32.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		34.78										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		44.32										
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.20										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	18.71										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	28.25										
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	80.00	525.00	400.00	75.00	70.00			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR	USACB	0.00	225.00	225.00					30.89	7.03		
	ADDITIONAL NRCs															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB UEPPR	USASB		212.88						30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.91	53.99	17.37								
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		982.73										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,000.40										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,023.59										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	925.00	950.00	950.00	130.00	100.00			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					30.89	7.03		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39									
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55							
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide		sw	UEPDC												
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - Statewide		sw	UEPDC	USLDC											
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	982.57	450.10	196.09	19.23			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		312.91	312.91					30.89	7.03		
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					30.89	7.03		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00								
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establisment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Termininating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					30.89	7.03		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					30.89	7.03		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					30.89	7.03		
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					30.89	7.03		
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					30.89	7.03		
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					30.89	7.03		
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					30.89	7.03		
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					30.89	7.03		
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					30.89	7.03		
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					30.89	7.03		
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	303.61	15.74					30.89	7.03		
System Additions Where Currently Combined and New (Not Currently Combined)																
In Top 8 MSAs and AL, FL, and NC Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			30.89	7.03		
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			30.89	7.03		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00						
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	75.00	15.00						
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP91		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP91		18.26										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										

UNBUNDLED NETW ORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03			
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP95		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP95		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
FL & GA Only																	
Local Switching																	
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381											
Local Number Portability																	
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35											
Features																	
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03				
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03				
NARS																	
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				30.89	7.03				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03				
	Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00				30.89	7.03				
Miscellaneous Terminations																	
2-Wire Trunk Side																	
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03				
4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03				
Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174											
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66											
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66											
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66											
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03				
UNE-P CENTREX - DMS100 (Valid in All States)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP9D		14.18											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02											
UNE Port/Loop Combination Rates (Design)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP9D		18.26											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98											

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP9E		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP9E		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non-Design		1	UEP93		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
UNE Port/Loop Combination Rates (Design)																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design		1	UEP93		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	0.00										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requres Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

BELLSOUTH® / CLEC Agreement

Customer Name: East Tennessee Network, LLC

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
East Tennessee Network, LLC

TABLE OF CONTENTS

General Terms and Conditions

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and East Tennessee Network, LLC ("ETN"), a Tennessee corporation, and shall be deemed effective ten business days following the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or ETN or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, ETN is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ETN wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize Collocation Space or space available pursuant to Adjacent Arrangement (all as defined in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

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

Definitions

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

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

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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

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

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

1. CLEC Certification

1.1 ETN agrees to provide BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate commission for approval.

1.2 Additionally, ETN will notify BellSouth in writing when it becomes certified or has a docket pending certification to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate commission for approval.

2. Term of the Agreement

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the

Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

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

3. Operational Support Systems

ETN shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

When ETN purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to ETN shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of ETN shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by ETN.

5. White Pages Listings

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

5.2 Listings. ETN shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include ETN residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ETN and BellSouth subscribers.

5.2.1 Rates. So long as ETN provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to ETN one (1)

primary White Pages listing per ETN subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting ETN Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

5.4 Notwithstanding any provision(s) to the contrary, ETN shall provide to BellSouth, and BellSouth shall accept, ETN's Subscriber Listing Information (SLI) relating to ETN's customers in the geographic area(s) covered by this Interconnection Agreement. ETN authorizes BellSouth to release all such ETN SLI provided to BellSouth by ETN to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such ETN SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain 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.

5.4.1 No compensation shall be paid to ETN for BellSouth's receipt of ETN 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 ETN's SLI, or costs on an ongoing basis to administer the release of ETN SLI, ETN 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 ETN's SLI, ETN will be notified. If ETN does not wish to pay its proportionate share of these reasonable costs, ETN may instruct BellSouth that it does not wish to release its SLI to independent publishers, and ETN may amend its interconnection agreement accordingly. Such amendment would become effective at such time that both Parties have signed, and ETN will be liable for all costs incurred up to that time.

5.4.2 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by ETN under this Agreement. ETN shall indemnify, hold harmless and defend BellSouth and its agents 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 ETN listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to ETN any complaints received by BellSouth relating to the accuracy or quality of ETN listings.

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

5.5 Unlisted/Non-Published Subscribers. ETN will be required to provide to BellSouth the names, addresses and telephone numbers of all ETN customers who wish to be omitted from directories. Unlisted/Non-Published Subscriber listings will be offered at tariff rates as set forth in the GSST.

5.6 Inclusion of ETN Customers in Directory Assistance Database. BellSouth will include and maintain ETN subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and ETN shall provide such Directory Assistance listings at no recurring charge. BellSouth and ETN will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

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

5.8 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.9 Directories. BellSouth or its agent shall make available White Pages directories to ETN subscribers at no charge or as specified in a separate BAPCO agreement.

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

6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for ETN, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to ETN end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for ETN end users for the same length of time it maintains such information for its own end users.

6.2 Subpoenas Directed to ETN. Where BellSouth is providing to ETN telecommunications services for resale or providing to ETN the local switching function, then ETN agrees that in those cases where ETN receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to ETN end users, and where ETN does not have the requested information, ETN will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

6.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

7. Liability and Indemnification

7.1 ETN Liability. In the event that ETN consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of ETN under this Agreement.

7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to ETN for any act or omission of another telecommunications company providing services to ETN.

7.3 Limitation of Liability

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

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

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

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or

facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

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

7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ETN is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark (collectively, the "Marks"). The Marks of BellSouth include those Marks owned directly by BellSouth and those Marks that BellSouth has a legal and valid license to use.

8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party

or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

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

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

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

8.4.3 In the event Section 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

8.7 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. Proprietary and Confidential Information

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and ETN, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

9.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application that is now or may hereafter be owned by the Discloser.

9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9.8 Assignments. Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of ETN, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

11. Taxes

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

to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

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

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

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

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

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

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to ETN any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted.

The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

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

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

14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ETN or BellSouth to perform any material terms of this Agreement, ETN or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

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

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of Collocation Space (or space pursuant to Adjacent Arrangement) under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of Collocation Space (or space pursuant to Adjacent Arrangement) if the covenants and promises of the other Party with respect to the other services provided for under this Agreement had not been made. The Parties

further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recoupable against other payment obligations under this Agreement.

17. Waivers

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

18. Governing Law

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

19. Arm's Length Negotiations

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

20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

Duane Uhls
Vice President
East Tennessee Network, LLC
125 West Summer Street
Greeneville, TN 37743

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

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

20.3 Notwithstanding the foregoing, BellSouth may provide ETN notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Implementation of Agreement

If ETN is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-

sales testing and full operational time frames for the business and residential markets.

25. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, ETN shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by ETN. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as ETN is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

26. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

27. Necessary Approvals

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

28. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

29. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to ETN as a requesting carrier under the Act).

30. Rate True-Up

30.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement**.**

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

30.3 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. 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 10 of the General Terms and Conditions and Attachment 1 of this Agreement.

30.4 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 10 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

30.5 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and ETN specifically or upon all carriers generally, such as a generic cost proceeding.

31. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

32. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to ETN has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess ETN as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the

General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and ETN.

33. Entire Agreement

33.1 This Agreement means the General Terms and Conditions and the Attachments identified in Section 33.2 below, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

33.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering and Provisioning, Maintenance and Repair
Billing and Billing Accuracy Certification
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

33.3 The following services are included as options for purchase by ETN pursuant to the terms and conditions set forth in this Agreement. ETN may elect to purchase said services by written request to its Account Manager if applicable:

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

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

BellSouth Telecommunications, Inc.	**ETN**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1

Resale

Table of Contents

RESALE

1. Discount Rates

1.1 The discount rates applied to ETN purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by ETN for the purposes of resale to ETN's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

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

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

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

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

2.7 RESALE means an activity wherein a certificated CLEC, such as ETN, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to ETN for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

3.1.1 When ETN provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

3.1.2 In Tennessee, if ETN provides its own operator services and directory services, the discount shall be 21.56%. ETN must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

3.2 ETN may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 ETN must resell services to other End Users.

3.2.2 ETN cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

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

3.4 ETN will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of ETN. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of ETN. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When a subscriber of ETN or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party

concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

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

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 Where BellSouth provides local switching or resold services to ETN, BellSouth will provide ETN with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. ETN acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. ETN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, ETN shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

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

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

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to ETN's End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If ETN or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, ETN has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to ETN remain the property of BellSouth.

3.15 White page directory listings for ETN End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 Service Ordering and Operational Support Systems (OSS)

3.16.1 ETN must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which ETN may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.

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

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

3.16.4 Cancellation OSS Charge. ETN will incur an OSS charge for an accepted LSR that is later canceled.

3.16.5 Threshold Billing Plan. ETN will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.

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

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for ETN per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

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

3.22 BellSouth shall provide 911/E911 for ETN customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate ETN customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the ETN customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and ETN shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to ETN, and ETN shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to ETN

4.1 Resale of BellSouth services shall be as follows:

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

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

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

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

4.3 ETN may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

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

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 ETN or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

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

5.4 ETN will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5 For all repair requests, ETN shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.7 BellSouth reserves the right to contact ETN’s End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

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

6.1.2 ETN shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that ETN will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for ETN’s End User customer. ETN must, however, be able to demonstrate End User authorization upon request.

6.1.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from ETN to BellSouth or will accept a request from another CLEC for conversion of the End User's service from ETN to such other CLEC. Upon completion of the conversion BellSouth will notify ETN that such conversion has been completed.

7. Discontinuance of Service

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

7.1.1 BellSouth will deny service to ETN's End User on behalf of, and at the request of, ETN. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of ETN.

7.1.2 At the request of ETN, BellSouth will disconnect a ETN End User customer.

7.1.3 All requests by ETN for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 ETN will be made solely responsible for notifying the End User of the proposed disconnection of the service.

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

8.0 Operator Services (Operator Call Processing and Directory Assistance)

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

8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

8.2.1 Process 0+ and 0- dialed local calls

8.2.2 Process 0+ and 0- intraLATA toll calls.

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

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

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

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.2.10 Process operator-assisted directory assistance calls.

8.2.11 Adhere to equal access requirements, providing ETN local end users the same IXC access that BellSouth provides its own operator service.

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

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

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by ETN.

8.2.15 Provide call records to ETN in accordance with ODUF standards.

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

8.3 Directory Assistance Service

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

8.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ETN's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit E to one of the provided listings.

8.3.3 Directory Assistance Service Updates

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

8.3.3.1.1 New end user connections

8.3.3.1.2 End user disconnections

8.3.3.1.3 End user address changes

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

8.4 Branding for Operator Call Processing and Directory Assistance

8.4.1 BellSouth's branding feature provides a definable announcement to ETN end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows ETN's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E.

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

8.4.2.1 Service Level 1 - BellSouth Branding

8.4.2.2 Service Level 2 - Unbranding

8.4.2.3 Service Level 3 - Custom Branding

8.4.3 Where ETN resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route ETN's end user calls to that provider through Selective Carrier Routing.

8.4.4 Branding Options

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

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

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

8.4.4.4 BellSouth Branding is the Default Service Level.

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

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

8.4.4.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.

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

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

8.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill ETN applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, ETN shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit E of this Attachment.

9. Line Information Database (LIDB)

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

9.2 BellSouth will provide LIDB Storage upon written request to ETN's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

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

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

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

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

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

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

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

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

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

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

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

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

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

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

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by ETN.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of ETN and pursuant to which BellSouth, its LIDB customers and ETN shall have access to such information. In addition, this Agreement sets forth the terms and conditions for ETN's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. ETN 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 ETN, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to ETN's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. Fraud Control

   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 ETN of fraud alerts so that ETN may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection

customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate ETN's data from BellSouth's data, the following shall apply:

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

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

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

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

C. SPNP ARRANGEMENTS

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

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

IV. Fees for Service and Taxes

A. ETN will not be charged a fee for storage services provided by BellSouth to ETN, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by ETN in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from ETN, BellSouth will provide the Optional Daily Usage File (ODUF) service to ETN pursuant to the terms and conditions set forth in this section.

2. ETN shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a ETN customer.

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

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

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

6. The following specifications shall apply to the ODUF feed.

6.1 Usage To Be Transmitted

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

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages

- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

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

6.2 Physical File Characteristics

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

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

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

6.6.1 Upon request from ETN, BellSouth shall send test files to ETN for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ETN set up a production (LIVE) file. The live test may consist of ETN's employees making test calls for the types of services ETN requests on the Optional Daily Usage File. These test calls are logged by ETN, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

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

2. ETN shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

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

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

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

7. The following specifications shall apply to the ODUF feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to ETN:

Customer usage data for flat rated local call originating from ETN's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

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

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

7.2 Physical File Characteristics

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

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

7.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES

		ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS										
RESIDENCE		16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS		16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*						9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES										
ELEMENT	USOC									
Electronic LSR	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
Manual LSR	SOMAN	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
ODUF/EODUF/CMDS RATES										
ENHANCED OPTION DAILY USAGE FILE (EODUF)										
EODUF: Message Processing, per message		$0.004	0.229109	$0.0034555	$0.004	$0.250015	$0.250424	$0.004	$0.004	$0.004
OPTIONAL DAILY USAGE FILE (ODUF)										
ODUF: Recording, per message		$0.0002	0.0000071	$0.0001275	$0.0008611	$0.0000117	$0.0000063	$0.0003	$0.0002862	$0.0000044
ODUF: Message Processing, per message		$0.0033	0.006835	$0.0082548	$0.0032357	$0.004641	$0.004707	$0.0032	$0.0032344	$0.0027366
ODUF: Message Processing, per Magnetic Tape provisioned		$55.19	48.96	$28.85	$55.68	$48.45	$49.04	$54.61	$54.72	$52.75
ODUF: Data Transmission (CONNECT:DIRECT), per msg		$0.00004	0.00010811	$0.0000434	$0.0000365	$0.00010568	$0.00010669	$0.0004	$0.0000357	$0.0000339

RESALE DISCOUNTS AND RATES

		ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
CUSTOM BRANDING ANNOUNCEMENT (CBA)										
DIRECTORY ASSISTANCE (DA) CBA via OLNS SOFTWARE										
Recording of DA CBA		$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Loading of DA CBA per DRAM Card/Switch per OCN		$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00	$1, 700.00
DIRECTORY ASSISTANCE (DA) UNBRANDING via OLNS SOFTWARE										
Loading of DA per OCN (1 OCN per Order)		$420.00	$420.00	$420.00	$420.00	$420.00	$420.00	$420.00	$420.00	$420.00
Loading of DA per Switch, per OCN		$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
OPERATOR ASSISTANCE (OA) CBA via OLNS SOFTWARE										
ELEMENT	USOC									
Recording of OA CBA	CBAOS	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
Loading of OA CBA per shelf/ NAV per OCN	CBAOL	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
Loading of DA CBA per DRAM Card/Switch per OCN		$1,170.00	$1,170.00	$1,170.00	$1,170.00	$1,170.00	$1,170.00	$1,170.00	$1,170.00	$1,170.00
OPERATOR ASSISTANCE (OA) UNBRANDING via OLNS SOFTWARE										
Loading of OA per OCN - Regional		$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

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

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

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

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

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

1.6 Rates

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

1.6.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

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

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

2 Unbundled Loops

2.1 General

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

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

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

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

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

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

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

2.1.8 **Loop Testing/Trouble Reporting**

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

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

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

2.1.9 **Order Coordination and Order Coordination-Time Specific**

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

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

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by ETN when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in ETN's Interconnection Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to ETN pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that ETN will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

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

2.2.4 For an additional charge BellSouth will make available Loop Testing so that ETN may request further testing on UVL-SL1 loops. Loop Testing is available for new and reuse of BellSouth facilities. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

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

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

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

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

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

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

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

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

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

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

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

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

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

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

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

2.4 **Unbundled Copper Loops (UCL)**

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

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

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

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

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

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

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.2 BellSouth will select one of the following arrangements:

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

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

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

2.7 **Network Interface Device (NID)**

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

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

2.7.2 **Access to NID**

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

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

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

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

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

2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be ETN's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

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

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

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

2.7.3 Technical Requirements

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

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

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

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

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

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

pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by ETN is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ETN's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate ETN's request for Unbundled Sub-Loops, ETN may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. ETN will have the option to proceed under the SC process to modify the BellSouth facilities.

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

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

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

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

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

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

party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.8.3.3 Requirements

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

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

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

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

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

2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the

Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

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

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

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

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

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

2.8.4 **Unbundled Sub-Loop Feeder**

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

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

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

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-

box. This element will allow for the connection of ETN's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

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

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

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

2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)

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

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

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

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

2.8.4.7 Requirements

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

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

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

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

2.8.5 **Unbundled Loop Concentration (ULC)**

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

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

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

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

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of ETN's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of ETN's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to ETN's demarcation point associated with ETN's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

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

2.8.7 **Dark Fiber Loop**

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

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

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

2.8.7.4 Requirements

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

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

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

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

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

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to ETN (LMU) information so that ETN can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment ETN intends to install and the services ETN wishes to provide. This section addresses LMU as a preordering transaction, distinct from ETN 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.

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

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

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

2.9.2 **Submitting Loop Makeup Service Inquiries**

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

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, ETN may reserve up to ten Loop facilities. For a Manual LMUSI, ETN may reserve up to three Loop facilities.

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

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

2.9.4 **Ordering of Other UNE Services**

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

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

3 High Frequency Spectrum Network Element

3.1 General

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

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

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

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

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

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

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

3.2.1.2 ETN may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of ETN's submission of an error free Line

Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

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

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

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

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

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

3.2.1.8 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and ETN desires to continue providing xDSL service on such Loop, ETN shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give ETN notice in a reasonable time prior to disconnect, which notice shall give ETN an adequate opportunity to notify

BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and ETN purchases the full stand-alone Loop, ETN may elect the type of loop it will purchase. ETN will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event ETN purchases a voice grade Loop, ETN acknowledges that such Loop may not remain xDSL compatible.

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

3.2.2 **Ordering**

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

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

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

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

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

3.2.3 **Maintenance and Repair**

3.2.3.1 ETN shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If ETN is using a BellSouth owned splitter, ETN may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If ETN provides its own splitter, it may test from the collocation space or the Termination Point.

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

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

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

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

3.2.4 **Line Splitting**.

3.2.4.1 **General**

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

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

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

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

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

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

3.2.4.8 **Ordering**

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

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

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

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

3.2.4.13 BellSouth will provide loop modification to ETN on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this

Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: HTTP://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

3.2.4.14 **Maintenance**

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

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

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

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

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

3.2.5 **Remote Site High Frequency Spectrum**

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

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to ETN for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to ETN for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

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

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

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

4.2.3 In the event that ETN orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge ETN the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

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

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to ETN's end user local calling and the ability to

presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

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

4.2.7 BellSouth shall assess ETN retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if ETN 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.

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

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

4.2.10 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 ETN shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

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

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

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

4.2.11.4 BellSouth will provide to ETN selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by ETN will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.

4.2.12 **Provision for Local Switching**

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

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

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

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

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

4.2.13 **Local Switching Interfaces**.

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

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

4.2.13.1.2 Coin phone signaling;

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

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

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

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

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

4.3 **Tandem Switching**

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

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, ETN shall remit to BellSouth the Regional Service Order non-recurring charges set forth in

Exhibit B 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 B of this Attachment. For each ETN end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. ETN shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to ETN's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to ETN, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

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

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

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

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

4.5 **Packet Switching Capability**

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

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

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

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

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

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

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

4.6 **Interoffice Transmission Facilities**

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

5 Unbundled Network Element Combinations

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

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

5.3 **Enhanced Extended Links (EELs)**

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

5.3.2 Subject to Section 5.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.5 following. ETN shall provide to BellSouth

a letter certifying that ETN is providing a significant amount of local exchange service (as described in Sections 5.3.7.2, 5.3.7.3, 5.3.7.4, or 5.3.7.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to ETN's POP serving wire center. The circuit must be connected to ETN's switch for the purpose of provisioning telephone exchange service to ETN's end-user customers. The EEL will be connected to ETN's facilities in ETN's collocation space at the POP SWC, or ETN may purchase BellSouth's access facilities between ETN's POP and ETN's collocation space at the POP SWC.

5.3.3 When ordering EEL combinations, ETN shall provide to BellSouth a letter certifying that ETN will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.6 below, and shall indicate under what local usage option ETN seeks to qualify. ETN shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 5.3.7.2 through 5.3.7.4 is met. BellSouth shall have the right to audit ETN's records to verify that ETN is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.3.7.6 of this Attachment.

5.3.4 BellSouth shall provide EEL combinations to ETN in Georgia, Kentucky, Louisiana, Mississippi and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to ETN those EEL combinations described in Section 5.3.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to ETN in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to ETN only to the extent such network elements are Currently Combined.

5.3.5 **EEL Combinations**

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

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

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

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

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

5.3.5.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.5.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.6 To order EELs ETN must meet the requirements in Section 5.3.7.2 or 5.3.7.3.

5.3.7 **Special Access Service Conversions**

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

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

5.3.7.3 ETN certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10

percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at ETN'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

5.3.7.4 ETN certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. ETN 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.

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

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

5.3.7.7 ETN 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, Kentucky, Louisiana, Mississippi and Tennessee

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

5.3.8.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

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

5.3.8.2 All Other States

5.3.8.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.5 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

5.3.9 **Multiplexing**

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

5.4 **Other Non-Switched Combinations**

5.4.1 In the states of Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall make available to ETN, 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 ETN, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee

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

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

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

5.4.2.2 All Other States

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

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to ETN a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent ETN 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.

5.5.2 Rates

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

5.6 UNE Port/Loop Combinations

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

carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

5.6.2.1 Except as set forth in section 5.6.3 below, in Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.

5.6.2.2 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit B.

5.6.2.3 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit B.

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

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

5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

5.6.4 Combination Offerings

5.6.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, 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.

5.6.4.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

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

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

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

6.1.2 BellSouth shall:

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

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

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

6.2 **Dedicated Transport**

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

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

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

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

6.2.1.3.1 As capacity on a shared UNE facility.

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

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

6.2.2 Technical Requirements

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

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

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

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3; and

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

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

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

6.2.2.7 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, ETN may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

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

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

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

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

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

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

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

6.3.4 Technical Requirements

6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, ETN's channelization equipment must adhere strictly to

form and protocol standards. ETN must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.4.2 DS0 to DS1 Channelization

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

6.3.4.3 DS1 to DS3 Channelization

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

6.3.4.4 DS1 to STS Channelization

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

6.4 **Dark Fiber Transport**

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

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

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period.

BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

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

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

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

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

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

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At ETN's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ETN.

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

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, ETN must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and

Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of ETN customer records will be missing from LIDB, as measured by ETN audits. BellSouth will audit ETN records in LIDB against DBAS to identify record

mismatches and provide this data to a designated ETN contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ETN within one business day of audit. Once reconciled records are received back from ETN, 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 ETN to negotiate a time frame for the updates, not to exceed three business days.

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

8.2.11 BellSouth shall provide ETN 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 ETN and BellSouth.

8.2.12 BellSouth shall prevent any access to or use of ETN 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 ETN in writing.

8.2.13 BellSouth shall provide ETN 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 ETN at least at parity with BellSouth Customer Data. BellSouth shall obtain from ETN the screening information associated with LIDB Data Screening of ETN data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ETN under the BFR/NBR process as set forth in Attachment 12.

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

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

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

8.3 Interface Requirements

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

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

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

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

8.3.5 The application of the LIDB rates contained in Exhibit B to this Attachment will be based on a Percent CLEC LIDB Usage ("PCLU") factor. ETN shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. ETN shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

9 Signaling

9.1 BellSouth shall 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.

9.2 Signaling Link Transport

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

9.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

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

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

9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a ETN 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 ETN local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a ETN 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 ETN database, then ETN agrees to provide BellSouth with the Destination Point Code for ETN database.

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

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

9.4 SS7 Advanced Intelligent Network (AIN) Access

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

9.4.2 SS7 AIN Access shall provide ETN SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and ETN SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation

device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ETN SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

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

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

9.4.3.1.2 A B-link interface from ETN local STPs.

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

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

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

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

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

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

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

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

9.7 **SS7 Network Interconnection**

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

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

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

9.7.4 SS7 Network Interconnection shall provide:

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

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

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

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

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

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

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

9.7.9 Interface Requirements

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

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

9.7.9.1.2 B-link interface from ETN STPs.

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

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

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

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

10 Operator Service and Directory Assistance

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

10.2 Upon request for BellSouth Operator Services, BellSouth shall:

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

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

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.2.10 Process operator-assisted directory assistance calls.

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

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

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

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

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

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

10.3 **Directory Assistance Service**

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

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ETN's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 Directory Assistance Service Updates

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

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

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

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

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

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

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

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

10.4.4 **For Use with an Unbundled Port**

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

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

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

10.4.4.4 BellSouth Branding is the Default Service Level.

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

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

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

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

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

10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment.

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

10.4.5 **For Facilities Based Carriers**

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

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

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of ETN;

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

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of ETN;

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

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

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

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to ETN end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). ETN agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the

purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, ETN agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide ETN with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from ETN to prepare the Base File.

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

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

10.6 **Direct Access to Directory Assistance Service**

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

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

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

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

11.2 Technical Requirements

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

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

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

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

11.3 Interface Requirements

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

12 Calling Name (CNAM) Database Service

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

12.2 ETN shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to ETN's access to BellSouth's CNAM Database Services and shall be addressed to ETN's Account Manager.

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

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

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

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

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

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

12.9 ETN CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

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

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

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

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

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

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

14 Basic 911 and E911

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

14.2 Basic 911 Service Provisioning. BellSouth will provide to ETN 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. ETN 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. ETN will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ETN will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. ETN shall install a minimum of two dedicated trunks originating from the ETN 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. ETN will be required to provide BellSouth daily updates to the E911 database. ETN 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, ETN 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. ETN shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

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

14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

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

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

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

15.3 Denial/Restoral OSS Charge

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

15.4 Cancellation OSS Charge

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

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

15.4.3 Network Elements and Other Services Manual Additive

15.4.3.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that ETN 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 ETN.

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

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

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

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

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 ETN.

II. General

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

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. Fraud Control

   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 ETN of fraud alerts so that ETN may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

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

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

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

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

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

C. SPNP Arrangements

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

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

V. Fees for Service and Taxes

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

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by ETN in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	15.24	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	24.75	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	44.85	59.03	43.14	15.21	3.22			23.97	12.97	17.77	17.77
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33								
		Engineering Information Document (EI)			UEANL			28.75	28.75								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		51.29	51.29								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		45.99	45.99								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	44.69	22.40	25.65	7.06			27.37	12.97		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	12.67	44.69	22.40	25.65	7.06			27.37	12.97		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	20.22	44.69	22.40	25.65	7.06			27.37	12.97		
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		51.29	51.29								
		Engineering Information Document			UEQ			28.75	28.75								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEALS	15.24	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I		UEPSR UEPSB	UEABS	15.24	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEALS	24.75	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I		UEPSR UEPSB	UEABS	24.75	59.03	43.14	15.21	3.22			27.37	12.97	17.77	17.77
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEALS	44.85	59.03	43.14	15.21	3.22			23.97	12.97	17.77	17.77
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I		UEPSR UEPSB	UEABS	44.85	59.03	43.14	15.21	3.22			23.97	12.97	17.77	17.77
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		CLEC to CLEC Conversion Charge without outside dispatch			UEANL	UREWO		48.12	22.02					27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	17.95	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	29.16	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	52.84	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	17.95	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	29.16	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	52.84	145.46	108.40	40.31	26.01			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		131.85	38.28					27.37	12.97	17.77	17.77
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.01	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	39.00	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	70.67	293.70	241.76	108.96	57.01			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		45.99									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	23.23	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	37.74	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	68.38	331.85	255.87	108.95	57.01			27.37	12.97	17.77	17.77
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.19	33.10					27.37	12.97	17.77	17.77
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	16.84	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	19.45	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	30.92	104.17	78.10	108.95	57.01			18.94	8.42	17.77	17.77
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		104.17	33.10					27.37	12.97	17.77	17.77
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.09	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	19.64	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	35.59	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.09	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	19.64	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	35.59	204.88	129.08	100.52	15.82			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		137.85	29.34					27.37	12.97	17.77	17.77
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.41	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	15.29	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.70	514.21	464.58	106.65	56.98			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.41	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	15.29	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.70	222.20	146.40	100.52	15.82			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34					27.37	12.97	17.77	17.77
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.52	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.71	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	33.90	541.13	491.50	106.65	56.98			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.52	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.71	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	33.90	279.39	203.59	109.99	20.70			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34					27.37	12.97	17.77	17.77
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.74	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	84.05	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	152.29	610.13	380.26	134.77	55.97			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.27	40.05					27.37	12.97	17.77	17.77
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.33	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	44.40	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	80.45	498.05	343.70	129.62	64.25			27.37	12.97	17.77	17.77
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.69	38.69					27.37	12.97	17.77	17.77
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.90	283.37	163.68	120.15	22.37			18.94	8.42		
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.74	283.37	163.68	120.15	22.37			18.94	8.42		
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	21.83	283.37	163.68	120.15	22.37			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.90	104.17	78.10					18.94	8.42		
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.74	104.17	78.10					18.94	8.42		
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	21.83	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	35.43	270.28	150.59	120.15	22.37			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	40.91	270.28	150.59	120.15	22.37			18.94	8.42		
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	65.02	270.28	150.59	120.15	22.37			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.43	104.17	78.10					18.94	8.42		
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	40.91	104.17	78.10					18.94	8.42		
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.02	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		104.17	31.42					18.94	8.42		
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)			UEQ	UREWO		44.69	22.02					18.94	8.42		
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	331.78	212.09	130.69	27.60			27.37	8.42		
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	331.78	212.09	130.69	27.60			18.94	8.42		
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	331.78	212.09	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	104.17	78.10					18.94	8.42		
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	30.55	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	47.56	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	54.92	318.70	199.00	130.69	27.60			18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	87.30	318.70	199.00	130.69	27.60			18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	47.56	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	54.92	104.17	78.10					18.94	8.42		
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	87.30	104.17	78.10					18.94	8.42		
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
		CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		104.17	31.42					18.94	8.42		
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS	ULM2L		67.39	67.39								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		337.50	337.50								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		67.39	67.39								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		337.50	337.50								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		78.10	78.10								
SUB-LOOPS																	

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		421.08	421.08					18.94	8.42		
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		394.74	394.74					18.94	8.42		
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		154.57	154.57					18.94	8.42		
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12	207.01	171.32					18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	8.32	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.61	137.03	41.59	115.85	19.17			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.96	176.46	55.11	122.17	19.57			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		45.99	45.99								
		2 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS2X	5.54	175.16	55.50	108.86	24.53			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
		4 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS4X	6.89	219.35	72.99	123.72	28.77			18.94	8.42		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		45.99	45.99								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		355.71	12.26					18.94	8.42		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		355.71	12.26					18.94	8.42		
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		560.55	14.30					18.94	8.42		
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	1.37	2.48	2.48	1.74	1.74			18.94	8.42		
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.46	56.75					18.94	8.42		
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.93	98.21					18.94	8.42		
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.73	11.73					18.94	8.42		
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.73	11.73					18.94	8.42		
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		421.08									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		67.10	67.10								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		519.95	11.32								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58	206.44	170.05	119.95	27.04			18.94	8.42		
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58	206.44	170.05	119.95	27.04			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE	19.91	243.41	81.32	134.77	33.93			18.94	8.42		
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		45.99									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS	17.73	208.50	62.31	119.68	29.58			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG	79.30	203.69	128.76	124.09	34.80			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		45.99									
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH	7.22	195.38	63.15	119.68	29.58			18.94	8.42		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ	13.72	243.41	81.32	134.77	33.93			18.94	8.42		
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	USBFN	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		45.99									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	24.50	243.41	81.32	134.77	33.93			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		45.99									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	13.55										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	332.40	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder – STS-1 – Per Mile Per Month			UDLSX	1L5SL	13.55										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	357.36	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder – OC-3 – Per Mile Per Month			UDLO3	1L5SL	10.28										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	54.89										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	538.69	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	12.66										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	620.18										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,729.00	3,384.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	41.51										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	310.30										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,495.00	3,570.00	407.00	160.47	90.97			31.31	31.31	3.93	3.93
		Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	350.09	788.09	407.00	160.47	90.97			31.31	31.31	3.93	3.93
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	441.42	650.81	650.81					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	52.97	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	478.93	650.81	650.81								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.26	271.17	271.17					19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	126.57	92.14	33.57	9.40			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71			18.94	8.42		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71			18.94	8.42		
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.67	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	21.07	20.96	10.78	10.71			19.99	19.99	19.99	19.99
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.16										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.52	903.03	527.87	238.97	167.16			31.31	31.31	3.93	3.93
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.16										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	387.67	903.03	527.87	238.97	167.16			31.31	31.31	3.93	3.93
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		131.22	131.22								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		136.93	136.93								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.9809855	0.9809855								
HIGH FREQUENCY SPECTRUM																	
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	152.70	221.09	0.00	254.79	0.00		0.00				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	38.18	221.09	0.00	254.79	0.00		0.00				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	221.09	0.00	254.79	0.00		0.00				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)	I		ULS	ULSDG		57.70		11.39							
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation	I		ULS	ULSDC	0.61	39.09	20.94	22.15	9.46			27.37	12.97	17.77	17.77
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		34.90	16.18					27.37	12.97		
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.641	37.01	21.19	20.02	9.83						
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.639	37.01	21.19	20.02	9.83						
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	24.15	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	24.15	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	21.41	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.28	81.07	54.82	33.47	13.79			31.31	31.31	3.93	3.93
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2067										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	68.75	178.53	163.61	32.70	28.88			31.31	31.31	3.93	3.93
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	804.02	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	801.57	557.49	325.51	120.39	116.91			31.31	31.31	3.93	3.93
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	15.96	386.19	66.33	73.28	6.39			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	17.06	387.19	67.20	74.22	7.33			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	41.52	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	61.05	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	47.29	354.94	307.43	44.38	30.52			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.91										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	476.04	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.91										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	466.84	903.03	527.87	238.87	167.16			31.31	31.31	3.93	3.93
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	122.50	182.08	125.14	21.07	19.58			31.31	31.31	3.93	3.93
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.36	13.15	9.43								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.92	13.15	9.43								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.64	13.15	9.43								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		STS1 to DS1 Channel System per month			UXTS1	MQ3	201.37	356.28	187.94	66.51	63.65			31.31	31.31	3.93	3.93
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	15.39	13.15	9.43								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	68.84										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	25.53										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	68.84										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,278.17	275.73	634.11	395.32			31.31	31.31	3.93	3.93
TRANSPORT OTHER																	
	Optional Features & Functions:																
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		184.85	23.81	1.99	0.77			29.23	3.93		
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		184.85	23.81	1.99	0.77			29.23	3.93		
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		7.13	0.97					27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			15.88	1.97	10.04	0.97			27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		15.88	1.97	10.04	0.97			27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		5.69	2.85					27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		6.66	3.81					27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		8.10	0.97					27.37	27.37	17.75	17.75
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		5.69						27.37	27.37	17.75	17.75
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.00004										
		LIDB Validation Per Query			OQU		0.0142										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		64.36						27.37	27.37	17.75	17.75
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	148.72										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0001										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70			25.93	25.93	16.31	16.31
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	18.79	171.98	171.98	135.70	135.70			25.93	25.93	16.31	16.31
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.00004										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	376.12										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					25.93	25.93	16.31	16.31
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					25.93	25.93	16.31	16.31
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					13.91	382.95	62.40					18.94	8.42		
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0222										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					17.07	79.61	36.08					18.94	18.94		
		Local Channel - Dedicated - DS1					38.36	356.15	312.89					44.22			
		Interoffice Transport - Dedicated - DS1 Per Mile					0.4523										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					78.47	147.07	111.75					18.94	18.94		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.01										
		CNAM for Non DB Owners, Per Query			OQV		0.01										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					27.37	27.37	17.75	17.75
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.30										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	DIRECTORY TRANSPORT																
		SWA Common transport per Directory Assistance Access Service Call					0.0003										
		SWA Common Transport per Directory Assistance Access Service Call Mile					0.00004										
		Access Tandem Switching per Directory Assistance Access Service Call					0.00055										
		Directory Assistance Interconnection per Directory Assistance Access Service Call					0.00										
		DS3 to DS1 Multiplexer per DA Access Service Call					0.00018										
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		230.60	230.60					40.71	9.58		
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			CLO	EAF		2,848.30	2,848.30								
		Virtual Collocation - Cable Installation Cost, per cable			CLO	ESPCX		2,750.00	2,750.00								
		Virtual Collocation - Floor Space, per sq. ft.			CLO	ESPVX	3.20										
		Virtual Collocation - Power, per breaker amp			CLO	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			CLO	ESPSX	13.35										
		Virtual Collocation - 2-wire Cross Connects (loop)			ueanl,uea,udn,udc, ual,uhl,ucl,ueq	UEAC2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation - 4-wire Cross Connects (loop)			uea,uhl,ucl,udl	UEAC4	0.56	66.71	50.43	12.82	11.39			19.99	19.99	19.99	19.99
		Virtual Collocation - 2-Fiber Cross Connects			CLO	CNC2F	12.10	55.46	39.18	16.83	13.27			19.99	19.99	19.99	19.99
		Virtual Collocation - 4-Fiber Cross Connects			CLO	CNC4F	21.75	66.71	50.43	21.86	18.31			19.99	19.99	19.99	19.99
		Virtual Collocatin - DS1 Cross Connects			USL,ULC,CLO	CNC1X	7.50	155.00	14.00								
		Virtual Collocatin - DS3 Cross Connects			USL,ULC,CLO	CND3X	56.25	151.90	11.83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0.0026										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0.0038										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS			535.37									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS			535.37									
		Virtual Collocatin - Security Escort - Basic, per half hour			CLO	SPTBX		41.00	25.00								
		Virtual Collocatin - Security Escort - Overtime, per half hour			CLO	SPTOX		48.00	30.00								
		Virtual Collocatin - Security Escort - Premium, per half hour			CLO	SPTPX		55.00	35.00								
		Virtual Collocatin - Maintenance in CO - Basic, per half hour			CLO	CTRLX		30.64	30.64								
		Virtual Collocatin - Maintenance in CO - Overtime, per half hour			CLO	SPTOM		35.77	35.77								
		Virtual Collocatin - Maintenance in CO - Premium per half hour			CLO	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
		Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0.56	66.71	50.43					19.99	19.99	19.99	19.99
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.56	66.71	50.43					19.99	19.99	19.99	19.99
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.28	30.76	29.40	12.75	11.38			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment	I		SRC	SRCEC		202,197.82		17,181.39				27.37	27.37	27.37	27.37
		End Office Establishment	I		SRC	SRCEO		339.75	339.75	3.39	3.39			27.37	27.37	27.37	27.37
		Query NRC, per query	I		SRC		0.0031412										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		197.49	197.49	114.22	114.22			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		64.05	64.05	27.04	27.04			27.37	27.37	17.75	17.75
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		141.84	141.84	70.05	70.05			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		142.13	142.13	35.26	35.26			27.37	27.37	17.75	17.75
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0026										
		AIN SMS Access Service - Session, Per Minute					0.0892										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		192.69	192.69	114.22	114.22			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,363.00	8,363.00					27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		49.64	49.64	27.04	27.04			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		117.98	117.98	37.90	37.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Query Charge, Per Query					0.024										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.006										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.63										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	16.00	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.10	47.74	47.74	15.90	15.90			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	15.90	44.56	44.56	31.84	31.84			27.37	27.37	17.75	17.75
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.003	47.74	47.74					27.37	27.37	17.75	17.75
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLI; Nashville, TN; New Orleans, LA;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA & MS, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2067										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	68.75										
		DS1 Channelization System Per Month			UNC1X	MQ1	122.50										
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.64										
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.64										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	122.50										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.36										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	51.74										
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	84.05										
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	152.29										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.67										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	804.02										
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	201.37										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16										
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84										
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	24.15										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67										
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.41										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.16										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	374.52										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.67										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	804.02										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.16										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	387.67										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.67										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	801.57										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	23.23										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	37.74										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	68.38										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.2067										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	68.75										
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	122.50										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.92										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	23.23										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	37.74										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	68.38										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.92										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.67										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	801.57										
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	201.37										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.33										
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	44.40										
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	80.45										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.28										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.33										
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	44.40										
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	80.45										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0101										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	17.28										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarilty combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		11.18	11.18	13.96	13.96			31.31	31.31	3.93	3.93
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Available Vertical Features			UEPSB	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	0.48
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.07	21.93	21.93	6.21	6.21			27.37	12.97	17.77	1.44
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	5.55	0.00	0.00					27.37	12.97	17.77	1.44
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					2.34	21.93	21.93	5.21	5.21			25.93	12.97	16.33	0.48
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES (DID & PBX)															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.20	238.61	37.48	119.79				19.99	19.99	19.99	19.99
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	68.67	404.04	191.38	145.18	4.92			19.99	19.99	19.99	19.99
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	11.19	145.54	105.97	95.57	21.47			19.99	19.99	19.99	19.99
	All Features Offered			UEPTX UEPSX	UEPVF	5.55	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	96.37	407.62	203.11	158.35	40.11			54.75	54.75	11.53	11.53
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0018										
	End Office Trunk Port - Shared, Per MOU					0.0002										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.00063										
	Tandem Trunk Port - Shared, Per MOU					0.00033										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.00001										
	Common Transport - Facilities Termination Per MOU					0.00045										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, MIssissippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.20	90.00	90.00					40.71	9.58		
	FEATURES															
	All Features Offered			UEPRX	UEPVF	5.55	0.00	0.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
	2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
	2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW	2.20	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	2.20	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	5.55	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		2.80	0.41								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2								40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
		2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
		2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.20	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPRG	UEPVF	5.55	0.00	0.00					40.71	9.58		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		2.80	0.41					40.71	9.58		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					40.71	9.58		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			16.55										
		2-Wire VG Loop/Port Combo - Zone 2		2			25.51										
		2-Wire VG Loop/Port Combo - Zone 3		3			44.44										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.20	90.00	90.00					40.71	9.58		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.20	90.00	90.00					40.71	9.58		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.20	90.00	90.00					27.37	9.58		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.20	90.00	90.00					40.71	9.58		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.20	90.00	90.00					40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.20	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.20	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						1.44						8.25			
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					40.71	9.58		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			16.88										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			25.84										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			44.77										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	2.53	90.00	90.00					40.71	9.58		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.53	90.00	90.00					40.71	9.58		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.53	90.00	90.00					40.71	9.58		
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	90.00	90.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
FEATURES																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.80	0.41					40.71	9.58		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.80	0.41					40.71	9.58		
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					40.71	9.58		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			29.59										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			36.58										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			45.06										
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.42										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	27.41										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.89										
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.17							40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		14.61	3.73					40.71	9.58		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		14.61	3.73					40.71	9.58		
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.56	53.56					40.71	9.58		
Telephone Number/Trunk Group Establisment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		36.62										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		44.49										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		55.39										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	27.20							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	35.07							40.71	9.58		
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	45.97							40.71	9.58		
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	9.42							40.71	9.58		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	77.01	54.04					40.71	9.58		
ADDITIONAL NRCs																
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
		CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
		CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	5.55	0.00	0.00					40.71	9.58		
	INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	17.81	107.11	48.27					40.71	9.58		
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0339	0.00	0.00				0.00				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		198.29										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		274.00										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		425.41										
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	101.92							40.71	9.58		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	177.63							40.71	9.58		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	329.04							40.71	9.58		
	UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	96.37							40.71	9.58		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	238.13	157.11					40.71	9.58		
	ADDITIONAL NRCs																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.9801									
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	29.05									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.05									
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.05									
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	29.05									
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	29.05									
	CALL TYPES																
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	80.382	198.15	148.18	25.44				40.71	9.58		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.692										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		170.59										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		246.30										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		397.71										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	101.92							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	177.63							40.71	9.58		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	329.04							40.71	9.58		
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	68.67										
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		258.98	134.03					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		258.98	134.04					40.71	9.58		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		258.98	134.03					40.71	9.58		
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85					40.71	9.58		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85					40.71	9.58		
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42			40.71	9.58		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00					40.71	9.58		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00					40.71	9.58		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00					40.71	9.58		
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00					40.71	9.58		
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00					40.71	9.58		
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00					40.71	9.58		
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00					40.71	9.58		
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00					40.71	9.58		
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00					40.71	9.58		
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00					40.71	9.58		
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00					40.71	9.58		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	300.95	16.72					40.71	9.58		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65			40.71	9.58		
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.58	0.00	0.00	0.00	0.00			40.17	9.58		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.58	0.00	0.00	0.00	0.00			40.71	9.58		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	9.20	0.00	0.00	0.00	0.00			40.71	9.58		
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	1.58	0.00	0.00					40.71	9.58		
		2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	1.58	0.00	0.00					40.71	9.58		
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.64	25.39	13.41	4.19	4.16			40.71	9.58		
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.64	78.13	18.42	59.24	11.58			40.17	9.58		
	Telephone Number/ Group Establishment Charges for DID Service																
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	5.55	0.00	0.00					40.71	9.58		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida, North Carolina and South Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00					40.71	9.58		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					40.71	9.58		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					40.71			
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00					40.71	9.58		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					40.71	9.58		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
	2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	42.24										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					40.71	9.58		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					40.71	9.58		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					40.71			
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00					40.71	9.58		
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			28.35										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			37.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			56.24										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	14.00	90.00	90.00					40.71	9.58		
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	14.00	90.00	90.00					40.71	9.58		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					40.71	9.58		
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		16.55										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		25.51										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		44.44										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		22.62										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		29.61										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		38.09										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	42.24										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	20.42										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	27.41										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	35.89										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.20							40.71	9.58		
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	2.20							40.71	9.58		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	2.64										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	2.64										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	9.17										
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0101										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.64										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.64										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.64										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.64										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.64										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.64										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.64										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.80	0.41								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21									
		Secondary Block, per Block			UEP91	M2CC1	0.00	78.02									
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73									
	UNE-P CENTREX - 5ESS (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		16.55										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		25.51										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		44.44										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		22.62										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		29.61										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		38.09										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	42.24										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	20.42										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	27.41										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	35.89										
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	2.20							40.71	9.58		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.20							40.71	9.58		
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	2.20							40.71	9.58		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	2.20							40.71	9.58		

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2			Exhibit: B
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	2.20							40.71	9.58		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	2.20							40.71	9.58		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	2.20							40.71	9.58		
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	2.64										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP95	UEPVC	2.64										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	68.67										
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.25									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0101										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.64										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.64										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.64										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.64										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.64										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.64										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.64										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.80	0.41								
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21									
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73									
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		16.55										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		25.51										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		44.44										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		22.62										