

Space, design and modification costs for network, building and support systems. In the event ETN opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ETN as prescribed in this Section 8.

- 8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. ETN shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ETN opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to ETN as prescribed in this Section 8.
- 8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7016 U. In the event ETN opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ETN as prescribed in Section 8 and will be billed based upon ETN's first billing cycle after Firm Order.
- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by ETN on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ETN opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ETN as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ETN shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ETN shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth)

+ (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event ETN's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ETN shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.4.1 The recurring charges for floor space begin on the date ETN executes the written document accepting the collocation space pursuant to section 4 or on the date ETN first occupies collocation space, whichever is first. If ETN fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing ETN for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for ETN's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at ETN's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to ETN's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date ETN first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ETN's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ETN's BellSouth Certified power Supplier. ETN is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to ETN's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ETN must provide BellSouth a copy of the engineering power specification prior to the day on which ETN's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and ETN's arrangement area. ETN shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ETN's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. ETN shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, ETN has the option to add its own dedicated power plant; provided,

however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of ETN's dedicated power plant results in construction of a new power plant room, upon termination of ETN's right to occupy collocation space at such site, ETN shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

- 8.5.3 If ETN elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ETN's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ETN's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ETN's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At ETN's option, ETN may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to ETN's equipment or space enclosure. ETN shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within ETN's arrangement and terminations of cable within the collocation space.
- 8.5.5 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and ETN's arrangement area.
- 8.5.6 In Louisiana, ETN has the option to purchase power directly from an electric utility company. Under such an option, ETN is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by ETN. ETN must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by ETN in provisioning said power will be billed on an ICB basis.
- 8.6 Security Escort. A security escort will be required whenever ETN or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed

according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ETN shall pay for such half-hour charges in the event ETN fails to show up.

8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). ETN will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 ETN shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 ETN shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 **All Risk Property** coverage on a full replacement cost basis insuring all of ETN's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 ETN may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to ETN to at least

such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.4 All policies purchased by ETN shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all ETN's property has been removed from BellSouth's Premises, whichever period is longer. If ETN fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ETN.
- 9.5 ETN shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ETN shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ETN's insurance company. ETN shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 ETN must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If ETN's net worth exceeds five hundred million dollars (\$500,000,000), ETN may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. ETN shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ETN in the event that self-insurance status is not granted to ETN. If BellSouth approves ETN for self-insurance, ETN shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ETN's corporate officers. The ability to self-insure shall continue so long as the ETN meets all of the requirements of this Section. If the ETN subsequently no longer satisfies this Section, ETN is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to ETN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. **Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ETN), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. **Inspections**

- 11.1 BellSouth may conduct an inspection of ETN's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ETN's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ETN adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ETN with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. **Security and Safety Requirements**

- 12.1 Unless otherwise specified, ETN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ETN employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the ETN employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ETN shall not be required to perform this investigation if an affiliated company of ETN has performed an investigation of the ETN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ETN has performed a pre-employment statewide investigation of criminal history records of the ETN employee for the states/counties where the ETN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 ETN will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 ETN shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the ETN's name. BellSouth reserves the right to remove from its premises any employee of ETN not possessing identification issued by ETN or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ETN shall be solely responsible for ensuring that any Guest of ETN is in compliance with all subsections of this Section 12.
- 12.4 ETN shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ETN shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any ETN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ETN chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ETN may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 ETN shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 ETN shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ETN employee or agent hired by ETN within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, ETN shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ETN will disclose the nature of the convictions to BellSouth at that time. In the alternative, ETN may certify to BellSouth that it shall not assign to the

BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other ETN employees requiring access to a BellSouth Premises pursuant to this Attachment, ETN shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, ETN shall promptly remove from BellSouth's Premises any employee of ETN BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ETN is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview ETN's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to ETN's Security contact of such interview. ETN and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ETN's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ETN for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ETN's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ETN for BellSouth property which is stolen or damaged where an investigation determines the culpability of ETN's employees, agents, or contractors and where ETN agrees, in good faith, with the results of such investigation. ETN shall notify BellSouth in writing immediately in the event that ETN discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ETN's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ETN's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ETN, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ETN may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If ETN's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ETN. Where allowed and where practical, ETN may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ETN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ETN's permitted use, until such Collocation Space is fully repaired and restored and ETN's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where ETN has placed an Adjacent Arrangement pursuant to Section 3, ETN shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with

proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ETN shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 ETN understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ETN agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ETN shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ETN should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ETN to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ETN will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ETN when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ETN space with proper notification. BellSouth reserves the right to stop any ETN work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ETN are owned by ETN. ETN will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety

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or environmental hazards can be created by ETN or different hazardous materials used by ETN at BellSouth Facility. ETN must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ETN to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ETN will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ETN will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ETN must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ETN shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, ETN agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ETN further agrees to cooperate with BellSouth to ensure that ETN's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ETN, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

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Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

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4. ACRONYMS

E/S - Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

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THREE MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cabinets bays must include an attachment describing the quantity and width and depth measurements.																							

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ETN is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to ETN Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to ETN a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by ETN and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by ETN may contemplate a request for space sufficient to accommodate ETN's growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by ETN may contemplate a request for space sufficient to accommodate ETN's growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies ETN that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon ETN's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for ETN. ETN agrees to reimburse

BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ETN. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for ETN as above, ETN shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ETN in obtaining such permission.

- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. ETN will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. ETN shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ETN's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or as authorized in writing by BellSouth.
- 1.6 Rates and charges. ETN agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Availability Report

- 2.1 Reporting. Upon request from ETN, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from ETN for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If ETN is unable to obtain the CLLI code,

from for example a site visit to the remote site, ETN may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, ETN should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. ETN should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify ETN and inform ETN of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. **Collocation Options**

- 3.1 **Compliance.** The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 **Cageless.** BellSouth shall allow ETN to collocate ETN's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ETN to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, ETN must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6, following. Subject to space availability and technical feasibility, at ETN's option, ETN may enclose its equipment.
- 3.3 **Shared (Subleased) Collocation.** ETN may allow other telecommunications carriers to ~~share~~ ETN's Remote Collocation Space pursuant to terms and conditions agreed to by ETN ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. ETN shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and

shall contain a certification by ETN that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ETN.

- 3.3.1 ETN shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ETN with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, ETN shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit D. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 ETN shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ETN's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by ETN and in conformance with BellSouth's design and construction specifications. Further, ETN shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should ETN elect such an option, ETN must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ETN and ETN's BellSouth Certified Contractor must comply with local building code requirements. ETN's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ETN's BellSouth Certified Contractor shall bill ETN directly for all work performed for ETN pursuant to this Attachment and BellSouth shall have no liability for nor responsibility

to pay such charges imposed by the BellSouth Certified Contractor. ETN must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ETN's locked enclosure prior to notifying ETN.

- 3.4.2 BellSouth maintains the right to review ETN's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require ETN, at ETN's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 ETN shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ETN's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. ETN's BellSouth Certified Contractor shall be responsible, at ETN's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 **Occupancy.** BellSouth will notify ETN in writing that the Remote Collocation Space is ready for occupancy. ETN must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, ETN may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

- 4.2.1 Upon termination of occupancy, ETN at its expense shall remove its equipment and other property from the Remote Collocation Space. ETN shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ETN's Guests, unless ETN's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that ETN shall continue payment of monthly fees to BellSouth until such date as ETN, and if applicable ETN's Guest, has fully vacated the Remote Collocation Space. Should ETN or ETN's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of ETN or ETN's Guest at ETN's expense and with no liability for damage or injury to ETN or ETN's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, ETN shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the ETN except for ordinary wear and tear unless otherwise agreed to by the Parties. ETN shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ETN's failure to comply with these requirements.
- 5.1.2 ETN shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 ETN shall place a plaque or other identification affixed to ETN's equipment to identify ETN's equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 All ETN equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. ETN may elect to place ETN-owned or ETN-leased entrance facilities into the Remote Collocation Space from ETN's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ETN will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. ETN must contact BellSouth for instructions prior to placing the entrance facility cable. ETN is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. ETN may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ETN's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between ETN's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ETN or its agent must perform all required maintenance to ETN equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 ETN's Equipment and Facilities. ETN, or if required by this Attachment, ETN's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ETN.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, ETN shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ETN agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of ETN or ETN's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ETN and returned to BellSouth Access Management within fifteen (15) calendar days of ETN's receipt. Failure to return

properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ETN agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ETN employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ETN or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.6.1 ETN must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date ETN desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ETN may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event ETN desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit ETN to access the Collocation Space accompanied by a security escort at ETN's expense. ETN must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. ETN shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), ETN shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ETN violates the provisions of this paragraph, BellSouth shall give written notice to ETN, which notice shall direct ETN to cure the violation within forty-eight (48) hours of ETN's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ETN fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services

provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ETN's equipment. BellSouth will endeavor, but is not required, to provide notice to ETN prior to taking such action and shall have no liability to ETN for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ETN fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ETN or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ETN shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by ETN in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by ETN at any time. Any damage caused to the Remote Collocation Space by ETN's employees, agents or representatives shall be promptly repaired by ETN at its expense.
- 5.10 Alterations. In no case shall ETN or any person acting on behalf of ETN make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by ETN. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. ETN shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. ETN shall be responsible for removing any ETN debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ETN and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Application for Space. ETN shall submit a Remote Site Collocation Application when ETN or ETN's Guest(s), as defined in Section 3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For ETN or ETN's Guest(s) equipment placement, ETN shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.
- 6.4 Subsequent Application In the event ETN or ETN's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ETN shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ETN in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by ETN for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.5 **Availability of Space.** Upon submission of an Application, BellSouth will permit ETN to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ETN of the amount that is available.
- 6.5.1 **Availability Notification.** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify ETN of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ETN, ETN must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by ETN, ETN must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ETN of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by ETN, ETN must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.6 **Denial of Application.** If BellSouth notifies ETN that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ETN that BellSouth has no available space in the requested Remote Site Location, BellSouth

will allow ETN, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.

- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ETN to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, ETN must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. ETN may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ETN does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ETN

from the waiting list. Upon request, BellSouth will advise ETN as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable ETN to place a Firm Order. When ETN submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ETN or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge ETN an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require ETN to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 **Bona Fide Firm Order.** In Alabama, Kentucky, North Carolina, and Tennessee, ETN shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ETN has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to ETN's Bona Fide Application.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. ETN shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ETN has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to ETN's Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, ETN shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ETN has completed the Application/Inquiry process described in Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to ETN's Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of ETN's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.13 BellSouth will permit one accompanied site visit to ETN's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to ETN.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 ~~In Alabama~~ (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which

equipment shipping intervals are extraordinary in length. In the event ETN submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event ETN submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event ETN submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with ETN at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, ETN must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ETN cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within

30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to,

extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide ETN with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. ETN will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying ETN that the collocation space is ready for occupancy. BellSouth will correct any deviations to ETN's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. ETN shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide ETN with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing ETN's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and ETN upon successful completion of installation. The Certified Supplier shall bill ETN directly for all work performed for ETN pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying ETN or any supplier proposed by ETN. All work performed by or for ETN shall conform to generally accepted industry guidelines and standards.

- 7.6 **Alarm and Monitoring.** BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ETN shall be responsible for placement, monitoring and removal of alarms used to service ETN's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 **Virtual Remote Site Collocation Relocation.** BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit D of this agreement. ETN may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, ETN may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by ETN, such information will be provided to ETN in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to ETN within 180 calendar days of BellSouth's written denial of ETN's request for physical collocation, and (ii) ETN was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then ETN may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. ETN must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 **Cancellation.** If, at anytime prior to space acceptance, ETN cancels its order for the Remote Collocation Space(s), ETN will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 **Licenses.** ETN, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 **Environmental Hazard Guidelines.** The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. **Rates and Charges**

- 8.1 **Application Fee.** BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by ETN's current billing cycle and is non-refundable.
- 8.2 **Recurring Charges.** Recurring charges begin on the date that ETN executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date ETN first occupies the Remote Collocation Space, whichever is sooner. If ETN fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing ETN for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by ETN's current billing cycle.
- 8.3 **Rack/Bay Space.** The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power ETN's equipment. ETN shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 **Power.** BellSouth shall make available -48 Volt (-48V) DC power for ETN's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at ETN's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for ETN's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ETN's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ETN's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At ETN's option, ETN may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.5 **Security Escort.** A security escort will be required whenever ETN or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 **Rate "True-Up".** The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ETN shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ETN. Each Party shall keep its own records upon which a "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 Commission shall be called upon to resolve such differences.
- 8.7 **Other.** If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by ETN's current billing cycle. ETN will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..
9. **Insurance**
- 9.1 **Maintain Insurance.** ETN shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 **Coverage.** ETN shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ETN's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 ETN may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to ETN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by ETN shall be deemed to be primary. All policies purchased by ETN shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all ETN's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If ETN fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ETN.
- 9.5 Submit certificates of insurance. ETN shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ETN shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ETN's insurance company. ETN shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. ETN must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 **Self-Insurance.** If ETN's net worth exceeds five hundred million dollars (\$500,000,000), ETN may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. ETN shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ETN in the event that self-insurance status is not granted to ETN. If BellSouth approves ETN for self-insurance, ETN shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ETN's corporate officers. The ability to self-insure shall continue so long as ETN meets all of the requirements of this Section. If ETN subsequently no longer satisfies this Section, ETN is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.
- 9.8 **Net worth requirements.** The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to ETN to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 **Failure to comply.** Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
10. **Mechanics Liens**
- 10.1 **Mechanics Lien or other Liens.** If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ETN), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.
11. **Inspections**
- 11.1 **BellSouth may conduct inspection.** BellSouth may conduct an inspection of ETN's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between ETN's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ETN adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth

shall provide ETN with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 ETN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ETN employee being considered for work on the BellSouth Premises, for the states/counties where the ETN employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ETN shall not be required to perform this investigation if an affiliated company of ETN has performed an investigation of the ETN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ETN has performed a pre-employment statewide investigation of criminal history records of the ETN employee for the states/counties where the ETN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 ETN shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ETN name. BellSouth reserves the right to remove from its premises any employee of ETN not possessing identification issued by ETN or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ETN shall be solely responsible for ensuring that any Guest of ETN is in compliance with all subsections of this Section 12.
- 12.3 ETN will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 ~~ETN shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions.~~ ETN shall not assign to the BellSouth Premises any personnel ~~with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s).~~ BellSouth reserves the right to refuse access to any ETN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ETN chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ETN may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 ETN shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 ETN shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ETN employee requiring access to a BellSouth Premises pursuant to this Attachment, ETN shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ETN will disclose the nature of the convictions to BellSouth at that time. In the alternative, ETN may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, ETN shall promptly remove from BellSouth's Premises any employee of ETN BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ETN is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview ETN's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to ETN's Security contact of such interview. ETN and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ETN's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ETN for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ETN's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ETN for BellSouth property which is stolen or damaged where an investigation determines the culpability of ETN's employees, agents, or contractors and where ETN agrees, in good faith, with the results of such investigation. ETN shall notify BellSouth in writing immediately in the event that the ETN discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth

Premises, any employee found to have violated the security and safety requirements of this section. ETN shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall ETN, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
13. **Destruction of Remote Collocation Space**
- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ETN's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ETN's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ETN, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ETN may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ETN's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ETN. Where allowed and where practical,

ETN may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ETN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ETN's permitted use, until such Remote Collocation Space is fully repaired and restored and ETN's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where ETN has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, ETN shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. **Eminent Domain**

- 14.1 **Power of Eminent Domain.** If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and ETN shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. **Nonexclusivity**

- 15.1 **Attachment is not exclusive.** ETN understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ETN agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ETN shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ETN should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ETN to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ETN will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ETN when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ETN space with proper notification. BellSouth reserves the right to stop any ETN work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ETN are owned by ETN. ETN will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by

these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ETN or different hazardous materials used by ETN at BellSouth Facility. ETN must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ETN to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ETN will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ETN will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ETN must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ETN shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, ETN agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ETN further agrees to cooperate with BellSouth to ensure that ETN's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ETN, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S - Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180 Cal
North Carolina ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

requested.

COLLOCATION - Alabama										Attachment: 4				Exhibit: D										
CATEGORY	RATE ELEMENTS	Intent in	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st								
																	Nonrecurring Add'l	Discontinued Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Space Availability																							
	Report per Premises Requested *																							
	Physical Collocation in the Remote Site - Remote Site OLI																							
	Code Requested, per OLI Code Requested *																							
	Remote Site OLEC Data (RMSD), per Computer Data, per CO																							
	PHYSICAL COLLOCATION IN THE REMOTE SITE - AVAILABLE																							
	Remote Site-Adjacent Collocation - AC Power, per breaker amp																							
	Remote Site-Adjacent Collocation - Red Earth, per square foot																							
	* Interim rates which are subject to true-up.																							
NOTE: If Security Report under Add'l Engineering Fees becomes necessary for remote site collocation, the Parties will negotiate appropriate rates.																								

COLLOCATION - Florida				Attachment: 4				EINBIL 0			
CATEGORY	RATE ELEMENTS	Interst in	Zone	BCS	UBOC	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 Disc Addl
						Nonrecuring Final	Nonrecuring Add'l	SOMAN	SOMAN	SOMAN	SOMAN
						Final	Add'l				
	Collocation Cable Records - DS1, per 111E				PE1C1	8.44	8.44				
	Collocation Cable Records - DS3, per 131E				PE1C3	28.54	28.54				
	Collocation Cable Records - Fiber Cable, per 80 Base records				PE1C8	279.05	279.05				
	Physical Collocation - Security Escort - Basic, Per Quarter Hour				PE1BQ	10.89					
	Physical Collocation - Security Escort - Onsite, Per Quarter Hour				PE1OQ	13.84					
	Physical Collocation - Security Escort - Premium, Per Quarter Hour				PE1PQ	18.40					
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structures, per linear ft.				PE1ES	0.0028					
	Physical Collocation - Co-Carrier Cross Connects - Copper/Cable Support Structures, per lin. ft.				PE1DS	0.0041					
	Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structures, per cable				PE1DT	535.54					
ADJACENT COLLOCATION											
	Adjacent Collocation - Space Charge per Sq. Ft.				PE1JA	0.182					
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.				PE1JC	8.70					
	Adjacent Collocation - 2-Wire Cross Connects				PE1P2	0.074	34.53				
	Adjacent Collocation - 4-Wire Cross Connects				PE1P4	0.148	34.54				
	Adjacent Collocation - DS1 Cross Connects				PE1P1	1.29	54.15				
	Adjacent Collocation - DS3 Cross Connects				PE1P3	17.48	53.28				
	Adjacent Collocation - 2-Fiber Cross-Connect				PE1F2	2.99	53.28				
	Adjacent Collocation - 4-Fiber Cross-Connect				PE1F4	5.98	53.28				
	Adjacent Collocation - Application Fee				PE1AB	2,877.00					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp				PE1FB	5.62					
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp				PE1FD	11.25					
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FE	18.08					
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FQ	38.98					
PHYSICAL COLLOCATION IN THE REMOTE SITE											
	Physical Collocation in the Remote Site - Application Fee *				PE1RA	100.63					
	Cabinet Space in the Remote Site per Sq. Foot *				PE1RB	210.08					
	Physical Collocation in the Remote Site - Security Access - Key *				PE1RD	13.17	13.17				
	Physical Collocation in the Remote Site - Space Availability Request per Premises Requested *				PE1BR	118.54	118.54				
	Physical Collocation in the Remote Site - Remote Site OLI Code Request, per OLI Code Requested *				PE1RE	37.77	37.77				
	Remote Site DLES Data (BRED) per Compact Disk, per CD *				PE1RN	233.51					
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp				PE1RS	8.27					
	Remote Site-Adjacent Collocation - Fuel Expense, per square foot				PE1RT	0.134					

* Interline rates which are subject to Interline.

NOTE: If Security Escort under Add'l Engineering Fees becomes necessary for remote site collocation, the Parties will negotiate appropriate rates.

COLLOCATION - Georgia										Attachment: 4		Exhibit: D	
CATEGORY	RATE ELEMENTS	Initial m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Manually per LSR	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		
						Nonrecursing First	Nonrecursing Add'l						

COLLOCATION - Louisiana		Rate Elements	Zone	BCS	USOC	PAYER(s)		Svc Order Submitted Manually per LSR	Attachment - 4				Exhibit D	
CATEGORY									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		
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect		UEAN,UEA,UDNU DC,UAL,UHL,UCL,U	PE1PF									
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect		UEAN,UEA,UDNU DC,UAL,UHL,UCL,U	PE1PG									
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect		UEAN,UEA,UDNU DC,UAL,UHL,UCL,U	PE1PH									
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEAN,UEA,UDNU DC,UAL,UHL,UCL,U	PE1B2									
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEAN,UEA,UDNU DC,UAL,UHL,UCL,U	PE1B4									
		Collocation Cable Records - per request		EO,CLO	PE1OR									
		Collocation Cable Records - VOLTAGE Cable, per cable record		EO,CLO	PE1OD									
		Collocation Cable Records - DS1, per 111E		CLO	PE1CO									
		Collocation Cable Records - DS3, per 131E		CLO	PE1C1									
		Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1C3									
		Physical Collocation - Security Escort - Beats, per Half Hour		CLO,CLOPS	PE1B1									
		Physical Collocation - Security Escort - Overlines, per Half Hour		CLO,CLOPS	PE1OT									
		Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLOPS	PE1PT									
		Physical Collocation - Co-Center Cross Connects - Fiber Cable Support Structure, per Inner R.		CLO	PE1EB									
		Physical Collocation - Co-Center Cross Connects - Copper/Cable Support Structure, per In.		CLO	PE1DB									
		Physical Collocation - Co-Center Cross Connects - Cable (Copper or Fiber) Support Structure, per cable		CLO	PE1DT									
		ADJACENT COLLOCATION												
		Adjacent Collocation - Spaces Charge per Sq. Ft.		CLOAC	PE1UA									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1AC									
		Adjacent Collocation - 3-Wire Cross-Connects		CLOAC	PE1F2									
		Adjacent Collocation - 4-Wire Cross-Connects		CLOAC	PE1P4									
		Adjacent Collocation - DS1 Cross-Connects		CLOAC	PE1P1									
		Adjacent Collocation - DS3 Cross-Connects		CLOAC	PE1P3									
		Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1P2									
		Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1F4									
		Adjacent Collocation - Application Fee		CLOAC	PE1LB									
		Adjacent Collocation - 120W, Single Phase Standby Power Rate		CLOAC	PE1FB									
		per AC Breaker Amp												
		Adjacent Collocation - 240W, Single Phase Standby Power Rate		CLOAC	PE1FD									
		per AC Breaker Amp												
		Adjacent Collocation - 120W, Three Phase Standby Power Rate		CLOAC	PE1FE									
		per AC Breaker Amp												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate		CLOAC	PE1FG									
		per AC Breaker Amp												
		PHYSICAL COLLOCATION IN THE REMOTE SITE												
		Physical Collocation in the Remote Site - Application Fee - Cabinet Space in the Remote Site per Bay/Rack		CLOPS	PE1RA									
		Physical Collocation in the Remote Site - Security Access - Key		CLOPS	PE1RB									
				CLOPS	PE1RD									

COLLOCATION - Louisiana										Attachment: 4				Exhibit: D																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
CATEGORY	RATE ELEMENTS	Inter- m	Zone	BCS	USOC	RATES(S)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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COLLOCATION - Mississippi		Category	Rate Elements	Initial or	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	
								Rec	Nonrecurring Add'l	Nonrecurring Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
			Physical Collocation - Application Fee - Initial												
			Physical Collocation - Application Fee - Subsequent												
			Physical Collocation - Space Preparation - Main Order												
			Processing												
			Physical Collocation - Space Preparation - C.O. Modification per Square Ft.												
			Physical Collocation - Space Preparation - Common Systems												
			Modification per Square Ft. - Cables												
			Physical Collocation - Space Preparation - Common Systems												
			Modification per Cable												
			Physical Collocation - Cable Installation												
			Physical Collocation - Floor Space per Sq. Ft.												
			Physical Collocation - Cable Support Structure												
			Physical Collocation - Power (Provided from BIST BOPS), per												
			Fused Amp												
			Physical Collocation - Power (Provided from BIST Main Power												
			Board), per Fused Amp												
			Physical Collocation - 120V, Single Phase Standby Power Rate												
			Physical Collocation - 240V, Single Phase Standby Power Rate												
			Physical Collocation - 120V, Three Phase Standby Power Rate												
			Physical Collocation - 277V, Three Phase Standby Power Rate												
			Physical Collocation - 2-Wire Cross Connects												
			Physical Collocation - 4-Wire Cross Connects												
			Physical Collocation - DS1 Cross Connects												
			Physical Collocation - DS3 Cross Connects												
			Physical Collocation - 2-Fiber Cross Connect												
			Physical Collocation - 4-Fiber Cross Connect												
			Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.												
			Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.												
			Physical Collocation - Security Access System - Security System												
			per Central Office												
			Physical Collocation - Security Access System - New Access												
			Card Activation, per Card												
			Physical Collocation - Security Access System - Administrative												
			Change Existing Access Card, per Card												
			Physical Collocation - Security Access System - Replace Lost or												
			Stolen Card, per Card												
			Physical Collocation - Security Access - Initial Key, per Key												
			Physical Collocation - Security Access - Key, Replace Lost or												
			Stolen Key, per Key												
			Physical Collocation - Space Availability Report per premises												
			POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect,												
			per cross-connect												

COLLOCATION - Mississippi										Attachment: 4				Exhibit: D					
CATEGORY	RATE ELEMENTS	Inlet m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l				Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l			
						Nonrecounting						Nonrecounting Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l				Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l		
						Rec	First	Adm	Adm	SOMAN	SOMAN		SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/89 - 4-Wire Cross-Connect, per cross-connect			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PF	0.1724													
	POT Bay Arrangements prior to 6/1/89 - DB1 Cross-Connect, per cross-connect			UEANLUEALUOLU DCUALUHLUOLU EO,CLO,MODILW DB1S	PE1PG	1.22													
	POT Bay Arrangements prior to 6/1/89 - DB3 Cross-Connect, per cross-connect			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PH	10.91													
	POT Bay Arrangements prior to 6/1/89 - 2-Fiber Cross-Connect, per cross-connect			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1B2	37.26													
	POT Bay Arrangements prior to 6/1/89 - 4-Fiber Cross-Connect, per cross-connect			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1B4	60.24													
	Collocation Cable Records - per request			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1OR	763.69													
	Collocation Cable Records - VODSO Cable, per cable record			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1OD	303.81													
	Collocation Cable Records - VODSO Cable, per each 100 pair			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1CO	4.84													
	Collocation Cable Records - DB1, per 111E			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1CI	2.27													
	Collocation Cable Records - DB3, per 131E			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1CS	7.92													
	Collocation Cable Records - Fiber Cable, per 50 Fiber records			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1OS	84.98													
	Physical Collocation - Security Escort - Basic, per Half Hour			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1BT	17.02													
	Physical Collocation - Security Escort - Overtime, per Half Hour			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1OT	22.17													
	Physical Collocation - Security Escort - Premium, per Half Hour			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PT	27.32													
	Physical Collocation - Co-Center Cross-Connects - Fiber Cable Support Structure, per fiber ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1ES	0.0025													
	Physical Collocation - Co-Center Cross-Connects - Copper/Cable Support Structure, per in. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1DS	0.0037													
	Physical Collocation - Co-Center Cross-Connects - Cable Support Structure, per cable			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1DT	534.65													
	Physical Collocation - Support Structure, per Sq. Ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1TA	0.0078													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1LC	4.88													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1LP	0.0023													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PA	0.0448													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	1.08													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	14.27													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLUOLU EO,CLO	PE1PI	21.01													
	Physical Collocation - Support Structure, per 100 sq. ft.			UEANLUEALUOLU DCUALUHLU															

COLLOCATION - Mississippi										Attachment: 4		Exhibit: D	
CATEGORY	RATE ELEMENTS	Interst in	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Exhibit: D		
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *												
	Physical Collocation in the Remote Site - Remaining (No CLI Code Request, per CLI Code Requested *												
	Remote Site DLEC Data (SRSD), per Computer Data, per CD Remote Collocation in the Remote Site - ADJACENT												
	Remote Site-Adjacent Collocation - AC Power, per building 220												
	Remote Site-Adjacent Collocation - Fuel Expense, per square foot												
	* Includes rates which are subject to true-up.												
	NOTE: If Security Report (under Add'l Engineering Fees) becomes necessary for remote site collocation, the Parties will negotiate appropriate rates.												

COLLOCATION - North Carolina										Attachment: 4				Exhibit: D			
CATEGORY	RATE ELEMENTS	Interf in	Zone	BCS	UROC	RATES(\$)				Svc Order Submitted Manually Elec per LBR	OSS RATES (\$)				Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l
						Rec	Nonrecuring First	Nonrecuring Add'l	Nonrecuring Disconnected First	Nonrecuring Disconnected Add'l	SOMECC	SOMAN	SOMAN	SOMAN			
	POT Bay Arrangements prior to 8/1/09 - 4-Wire Cross-Connect, per cross-connect			DC,UAL,UHL,UCL,U EO,CLO	PE1PF	0.19											
	POT Bay Arrangements prior to 8/1/09 - D81 Cross-Connect, per cross-connect			DC,UAL,UHL,UCL,U EO,CLO,MOBIL,W DSIS	PE1PG	0.79											
	POT Bay Arrangements prior to 8/1/09 - D63 Cross-Connect, per cross-connect			DC,UAL,UHL,UCL,U EO,CLO	PE1PH	4.95											
	POT Bay Arrangements prior to 8/1/09 - 2-Fiber Cross-Connect, per cross-connect			DC,UAL,UHL,UCL,U EO,CLO	PE1B2	45.30											
	POT Bay Arrangements prior to 8/1/09 - 4-Fiber Cross-Connect, per cross-connect			DC,UAL,UHL,UCL,U EO,CLO	PE1B4	81.09											
	Collocation Cable Records - per request			EO,CLO	PE1OR		1,707.00	1,165.00									
	Collocation Cable Records - VOYD50 Cables, per cable record			CLO	PE1OD		503.09	503.09									
	Collocation Cable Records - VOYD50 Cable, per each 100 pair			CLO	PE1OO		19.02	18.02									
	Collocation Cable Records - D81, per T1TTE			CLO	PE1OI		8.43	8.43									
	Collocation Cable Records - D83, per T1TTE			CLO	PE1OJ		29.51	29.51									
	Collocation Cable Records - Fiber Cable, per 90 fiber records			CLO	PE1OB		278.82	278.82									
	Physical Collocation - Security Escort - Bands, per Half Hour			CLO,CLO,ORS	PE1BT		42.92	25.56									
	Physical Collocation - Security Escort - Overruns, per Half Hour			CLO,CLO,ORS	PE1OT		54.51	32.44									
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLO,ORS	PE1PT		66.10	39.32									
	Physical Collocation - Co-Center Cross Connects - Fiber Cable			CLO	PE1ES	0.0029											
	Support Structure, per Inner A			CLO	PE1DS	0.0041											
	Physical Collocation - Co-Center Cross Connects - Copper/Coax			CLO	PE1DS												
	Cable Support Structure, per sq. ft.			CLO	PE1DS												
	Physical Collocation - Co-Center Cross Connects - Cable			CLO	PE1DT		532.72										
	(Copper or Fiber) Support Structure, per cable			CLO	PE1JA	0.179											
	ADJACENT COLLOCATION			CLOAC	PE1JC	5.09											
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JC												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1J2	0.32	41.78	39.23									
	Adjacent Collocation - 3-Wire Cross-Connects			UEA,UHL,UCL,U	PE1P4	0.84	41.91	39.25									
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,U	PE1P4	2.34	71.02	61.08									
	Adjacent Collocation - D81 Cross-Connects			UEA,UHL,UCL,U	PE1P1	42.84	89.84	49.43									
	Adjacent Collocation - D83 Cross-Connects			UEA,UHL,UCL,U	PE1P2	2.84	51.97	38.19									
	Adjacent Collocation - 3-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15									
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4		3,153.00										
	Adjacent Collocation - Application Fee			CLOAC	PE1F4												
	Adjacent Collocation - 120V, Single Phase Standby Power Rate			CLOAC	PE1FB	5.50											
	per AC Breaker Amp			CLOAC	PE1FB												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate			CLOAC	PE1FD	11.01											
	per AC Breaker Amp			CLOAC	PE1FD												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate			CLOAC	PE1FE	16.51											
	per AC Breaker Amp			CLOAC	PE1FE												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate			CLOAC	PE1FG	38.12											
	per AC Breaker Amp			CLOAC	PE1FG												
	PHYSICAL COLLOCATION IN THE REMOTE SITE			CLO,RS	PE1RA	254.02											
	Physical Collocation in the Remote Site - Application Fee *			CLO,RS	PE1RA		254.02										
	Cabinet Space in the Remote Site per Bay/ Rack *			CLO,RS	PE1RB		595.34	595.34									
	Physical Collocation in the Remote Site - Security Access - Key			CLO,RS	PE1RD		28.08	28.08									

COLLOCATION - North Carolina										Attachment: 4				Exhibit: D					
CATEGORY	RATE ELEMENTS	Intent in	Zone	SCS	USOC	RATE(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic Disc Add'l				Incremental Charge - Manual Svc Order vs. Electronic Disc Add'l			
						Nonrecurrent		Nonrecurrent				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR
						Per	Per	Per	Per										

COLLOCATION - South Carolina		Insert in	Zone	BCS	USOC	RATE(\$)		Nonrecycling First	Nonrecycling Add'l	Nonrecycling Disconnect Add'l	SOMEC	OSS RATES (8)				Attachment 4				Exhibit D	
CATEGORY	RATE ELEMENTS											SOMAN	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR
								Rec													
	PHYSICAL COLLOCATION																				
	Physical Collocation - Application Fee - Initial																				
	Physical Collocation - Application Fee - Subsequent																				
	Physical Collocation - Space Preparation - First Order																				
	Processing																				
	Physical Collocation - Space Preparation - C.O. Modification per square ft.																				
	Physical Collocation - Space Preparation - Common Systems																				
	Modification per square ft. - Cables																				
	Physical Collocation - Space Preparation - Common Systems																				
	Modification per Cable																				
	Physical Collocation - Cable Installation																				
	Physical Collocation - Floor Space per Sq. Ft.																				
	Physical Collocation - Cable Support Structure																				
	Physical Collocation - Power (Provided from BBT BDFB), per																				
	Fused Amp																				
	Physical Collocation - Power (Provided from BBT Main Power Board), per Fused Amp																				
	Physical Collocation - 120V, Single Phase Standby Power Rate																				
	Physical Collocation - 240V, Single Phase Standby Power Rate																				
	Physical Collocation - 120V, Three Phase Standby Power Rate																				
	Physical Collocation - 277V, Three Phase Standby Power Rate																				
	Physical Collocation - 2-Wire Cross-Connects																				
	Physical Collocation - 4-Wire Cross-Connects																				
	Physical Collocation - DS1 Cross-Connects																				
	Physical Collocation - DS3 Cross-Connects																				
	Physical Collocation - 2-Fiber Cross-Connect																				
	Physical Collocation - 4-Fiber Cross-Connect																				
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.																				
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.																				
	Physical Collocation - Security Access System - Security System																				
	per Central Office																				
	Physical Collocation - Security Access System - New Access																				
	Card Activation, per Card																				
	Physical Collocation - Security Access System - Administrative																				
	Change, existing Access Card, per Card																				
	Physical Collocation - Security Access System - Replace Lost or																				
	Stolen Card, per Card																				
	Physical Collocation - Security Access - Initial Key, per Key																				
	Physical Collocation - Security Access - Key, Replace Lost or																				
	Stolen Key, per Key																				
	Physical Collocation - Space Availability Report per premises																				
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect																				

COLLOCATION - South Carolina										Attachment: 4				Exhibit: D			
CATEGORY	RATE ELEMENTS	Inter- m	BCS	USOC	RATES (\$)		Nonrecurring		Nonrecurring Disconnected	OSS RATES (\$)				Attachment: 4			
										Per	First	Add'l	First	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO/WDS/LU/LU DBIS	PE1PF	0.2181												
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1FG	0.0004												
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1PH	5.64												
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1B2	37.38												
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1B4	60.38												
	Collocation Cable Records - per request		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OR													
	Collocation Cable Records - 10,000 Cables, per cable record		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OD													
	Collocation Cable Records - 10,000 Cables, per each 100 per		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OO													
	Collocation Cable Records - DS1, per 1111E		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Collocation Cable Records - DS3, per 1111E		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Collocation Cable Records - Fiber Cables, per 50 Fiber records		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Physical Collocation - Security Escort - Baseline, per Half Hour		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Physical Collocation - Security Escort - Onetime, per Half Hour		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Physical Collocation - Security Escort - Premium, per Half Hour		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1OT													
	Physical Collocation - Co-Center Cross Connects - Fiber Cables		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0022												
	Support Structure, per linear ft.		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Physical Collocation - Co-Center Cross Connects - Copper/Cable		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Cable Support Structure, per in. ft.		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Physical Collocation - Co-Center Cross Connects - Cable		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	(Copper or Fiber) Support Structure, per cable		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	ADJACENT COLLOCATION		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - Space Charge per Sq. Ft.		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - Baseline Facility Charge per Linear Ft.		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 1-Wire Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 4-Wire Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - DS1 Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - DS3 Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 2-Fiber Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 4-Fiber Cross-Connect		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - Application Fee		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 120V, Single Phase Standby Power Rate		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	per AC Breaker Amp		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 240V, Single Phase Standby Power Rate		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	per AC Breaker Amp		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 120V, Three Phase Standby Power Rate		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	per AC Breaker Amp		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Adjacent Collocation - 277V, Three Phase Standby Power Rate		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	per AC Breaker Amp		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	PHYSICAL COLLOCATION IN THE REMOTE SITE		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Physical Collocation in the Remote Site - Application Fee		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Cabinet Space in the Remote Site per Bay Rack		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												
	Physical Collocation in the Remote Site - Security Access - Key		LEA/LUEA/LDU/LU EO/CLO DC/LU/LU/LU/LU/LU DC/LU/LU/LU/LU/LU EO/CLO	PE1EB	0.0023												

COLLOCATION - South Carolina										Attachment: 4				Exhibit: D					
CATEGORY	RATE ELEMENTS	Inter- m	Zone	BCS	USOC	RATES(4)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc Adst1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Adst1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Adst1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Adst1				
																Nonrecurring First	Nonrecurring Add'l	Discontinued First	Discontinued Add'l

COLLOCATION - Tennessee										Attachment: 4		Exhibit: D	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BC3	USOC	RATES(1)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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 First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	OSS RATES (2)			
						Rec		SOMEC	SOMAN	SOMAN	SOMAN		
									</				

ATTACHMENT 5
ACCESS TO NUMBERS AND NUMBER PORTABILITY

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where ETN is utilizing its own switch, ETN shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, ETN will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 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 rate center; and in such instances, BellSouth may request that ETN return unused intermediate numbers to BellSouth. ETN shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow ETN to designate up to 100 intermediate telephone numbers per rate center 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 rate center 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.

2. NUMBER PORTABILITY PERMANENT SOLUTION

- 2.1 The Parties will offer local number portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim Service Provider Number Portability (SPNP) will be available only in those end offices where no carrier has requested implementation of permanent local number portability (PNP). Once PNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within ninety (90)

days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP.

- 2.2 **End User Line Charge.** Where ETN subscribes to BellSouth's local switching, BellSouth shall bill and ETN shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.3 To limit service outage, BellSouth and ETN will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and ETN.
- 2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and ETN will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

3. SERVICE PROVIDER NUMBER PORTABILITY

- 3.1 Where PNP has not been implemented in an end office, the Parties shall provide SPNP. SPNP is a service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same BellSouth local calling area of his existing number. Except as otherwise expressly provided herein, SPNP is available only where the local exchange carrier is currently providing basic local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 3.2 Methods of Providing SPNP. SPNP is available through either remote call forwarding or direct inward dialing trunks. Remote call forwarding (SPNP-RCF) is an existing switch-based service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services.
- 3.4 Rates
- 3.4.1 Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, 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.

4. **SPNP IMPLEMENTATION**

- 4.1 SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by ETN or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.
- 4.2 SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. SPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk

group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. ETN may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ETN shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable. Either Party may request that the other Party block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on the processing system. ETN usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 The new service provider shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing or interfering with any equipment, facility or service of any of its end users, that Party may either

refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP-DID services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Neither Party shall specify end-to-end transmission characteristics for SPNP calls.
- 4.8 Where SPNP-RCF is utilized for SPNP, for terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

SERVICE PROVIDER NUMBER PORTABILITY - Georgia										Attachment: 5		Exhibit: A	
CATEGORY	RATE ELEMENTS	Initial	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic Disc Add'l		Incremental Charge - Manual Svc Order vs. Electronic Disc Add'l	
										SOMECS		SOMECS	
						Pec	Nonrecurring Add'l	Nonrecurring First	Discontinued Add'l				
NOTE: Any element that can be ordered electronically will be billed according to the SOMECS rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BELL-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BELL-LO, the listed (SOMECS) rate reflects the charge that would be billed to a CLBC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMECS, will be applied to a CLBC's bill when it submits an LSR to BellSouth.													
INTERNAL SERVICE PROVIDER NUMBER PORTABILITY - NO													
	POF per number ported (Business Line)					2.03	0.51					18.94	18.94
	POF per number ported (Residence Line)					2.03	0.51					18.94	18.94
	POF add'l capacity for simultaneous call forwarding, per customer path					0.2508	2.10	2.10				18.94	18.94
	POF per service order, per location (Business)						2.10	2.10				18.94	18.94
	POF per service order, per location (Residence)												
NOTE: Any element that can be ordered electronically will be billed according to the SOMECS rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BELL-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BELL-LO, the listed SOMECS rate reflects the charge that would be billed to a CLBC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMECS, will be applied to a CLBC's bill when it submits an LSR to BellSouth.													
INTERNAL SERVICE PROVIDER NUMBER PORTABILITY - NO													
	DD per number ported (Business)						0.83					18.94	18.94
	DD per number ported (Residence)						0.83					18.94	18.94
	DD per service order, per location (Business)						2.10	2.10				18.94	18.94
	DD per service order, per location (Residence)						2.10	2.10				18.94	18.94
	DD per service order, per location (Business)						10.73	13.47	40.00			18.94	18.94
	DD per mark termination, line												
Notes: If the rate is identified in the comment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as designated by the Parties upon request by either Party.													

Attachment 6

**Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to ETN that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.2.2 To the extent ETN requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians to work outside regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of ETN, BellSouth will not assess ETN additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide ETN access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of ETN to obtain the technical capability to access and utilize BellSouth's OSS

interfaces. Specifications for ETN's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

- 2.1.1 **Pre-Ordering.** In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. In addition, ETN shall provide to BellSouth access to customer record information including electronic access where available. If electronic access is not available, ETN shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to ETN. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. ETN will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit ETN's access to customer record information. If a BellSouth audit of ETN's access to customer record information reveals that ETN is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to ETN may take corrective action, including but not limited to suspending or terminating ETN's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.2 **Service Ordering.** BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. ETN may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.3 **Maintenance and Repair.** ETN may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer ETN non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide ETN an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the

provisions of this Attachment. BellSouth and ETN agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to ETN, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by ETN will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, ETN shall be required to submit a new service order. Incorrect or invalid orders returned to ETN for correction or clarification will be held for ten (10) days. If ETN does not return a corrected order within ten (10) days, BellSouth will cancel the order.

- 3.2 Single Point of Contact. ETN will be the single point of contact with BellSouth for ordering activity for network elements and other services used by ETN to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. ETN and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to an order from another carrier, BellSouth may disconnect any network element being used by ETN to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify ETN that such an order has been processed, but will not be required to notify ETN in advance of such processing.

- 3.3 Use of Facilities. When a customer of ETN elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to ETN by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify ETN that such an order has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier ("IXC") (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If ETN cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, as applicable.
- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by ETN, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) provided to ETN under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
- 1.1.1 For any service(s) BellSouth receives from ETN, ETN shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.1.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
- 1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of ETN's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.
- 1.1.5 BellSouth will bill ETN in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ETN, and ETN will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 1.1.6 BellSouth will not perform billing and collection services for ETN as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 1.2 **Establishing Accounts.** After receiving certification as a local exchange carrier from the appropriate regulatory agency, ETN will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the

Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.

- 1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of ETN. ETN shall make payment to BellSouth for all services billed. Payments made by ETN to BellSouth as payment on account will be credited to ETN's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between ETN and ETN's customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to ETN will not include those taxes or fees from which ETN is exempt. ETN will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of ETN.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, ETN may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to ETN. The procedures for discontinuing service to ETN are as follows:

- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by ETN of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to ETN that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by ETN to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to ETN if payment is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ETN's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ETN without further notice.
- 1.7.5 Upon discontinuance of service on ETN's account, service to ETN's end users will be denied. BellSouth will reestablish service for ETN upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. ETN is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after ETN has been denied and no arrangements to reestablish service have been made consistent with this subsection, ETN's service will be disconnected.
- 1.8 **Deposit Policy.** ETN shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release ETN from its obligation to make complete and timely payments of its bill. ETN shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in ETN's "accounts receivables and proceeds." Interest on a security

deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event ETN fails to remit to BellSouth any deposit requested pursuant to this Section, service to ETN may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to ETN's account(s).

- 1.9 **Notices.** Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from ETN, shall be forwarded to the individual and/or address provided by ETN in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by ETN as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from ETN to BellSouth's billing organization, a final notice of disconnection of services purchased by ETN under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

- 1.10 **Rates.** Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. ETN shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the

billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ETN by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 ETN shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to ETN on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 ETN must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, ETN must request that BellSouth establish a unique hosted RAO code for ETN. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

- 3.5 BellSouth will receive messages from ETN that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. ETN shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ETN.
- 3.7 All data received from ETN that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from ETN that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ETN and will forward them to ETN on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and ETN will be via CONNECT:Direct.
- 3.10.1 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 and coordinating the installation with BellSouth. ETN is 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 data will be negotiated on a 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 a individual case basis between the Parties. All equipment, including modems and software, that is required on the ETN end for the purpose of data transmission will be the responsibility of ETN.
- 3.11 All messages and related data exchanged between BellSouth and ETN will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 ETN will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

- 3.13 Should it become necessary for ETN to send data to BellSouth more than sixty (60) days past the message date(s), ETN will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or ETN, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ETN, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ETN of the error. ETN will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ETN will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide ETN with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by ETN as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ETN and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by ETN and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ETN, is covered by CATS. Also covered is traffic that either is originated by or billed by ETN, involves a company

other than ETN, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 3.18.3 Once ETN is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of ETN. BellSouth will distribute copies of these reports to ETN on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of ETN. BellSouth will distribute copies of these reports to ETN on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by ETN from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of ETN. BellSouth will remit the revenue billed by ETN to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of ETN. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ETN via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by ETN within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ETN. BellSouth will remit the revenue billed by ETN within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ETN via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and ETN agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 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.
- 4.2 ETN shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 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.

- 4.4 Charges for the ODUF will appear on ETNs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 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.
- 4.6 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.
- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to ETN:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages
 - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 4.7.1.1.10 Credit/Cancel Records
 - 4.7.1.1.11 Usage for Voice Mail Message Service
 - 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
 - 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to ETN.

- 4.7.1.4 In the event that ETN detects a duplicate on ODUF they receive from BellSouth, ETN will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to ETN via CONNECT:Direct or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (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.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and ETN for the purpose of data transmission as set forth in Section 3.10.1 above.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 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.
 - 4.7.3.2 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 that 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.
- 4.7.4 ODUF Pack Rejection
 - 4.7.4.1 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.
- 4.7.5 ODUF Control Data
 - 4.7.5.1 ETN will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ETN's receipt of the pack and 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.

4.7.6 ODUF Testing

- 4.7.6.1 Upon request from ETN, BellSouth shall send ODUF test files to ETN. The Parties agree to review and discuss the ODUF 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 ODUF. 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.

5. ACCESS DAILY USAGE FILE

- 5.1 Upon written request from ETN, BellSouth will provide the Access Daily Usage File (ADUF) service to ETN pursuant to the terms and conditions set forth in this section.
- 5.2 ETN shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that ETN has purchased from BellSouth
- 5.4 Charges for ADUF will appear on ETN's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.
- 5.5 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.
- 5.6 ADUF Messages To Be Transmitted
- 5.6.1 The following messages recorded by BellSouth will be transmitted to ETN:
- 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to ETN.

- 5.6.3 In the event that ETN detects a duplicate on ADUF they receive from BellSouth, ETN will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to ETN via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). 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.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and ETN for the purpose of data transmission as set forth in Section 3.10.1 above.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 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.
 - 5.6.5.2 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.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 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.
- 5.6.7 ADUF Control Data
 - 5.6.7.1 ETN will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ETN's receipt of the pack and 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.

5.6.8 ADUF Testing

- 5.6.8.1 Upon request from ETN, BellSouth shall send a test file of generic data to ETN via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

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

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

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

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

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELL SOUTH OUTAGE

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

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

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

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

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

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

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

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

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

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

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

BST Disaster Management Plan

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

Attachment 11

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that ETN is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. ETN also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when ETN makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when ETN makes a request of BellSouth to provide a new or custom capability or function to meet ETN's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between ETN and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by ETN and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ETN's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to ETN's Account Executive.
- 4.0 Within thirty (30) business days of its receipt of a BFR or NBR from ETN, BellSouth shall respond to ETN by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is otherwise not required to be provided under the Act.
- 5.0 ETN may cancel a BFR or NBR at any time. If ETN cancels the request more than three (3) business days after submitting it, ETN shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If ETN does

not cancel a BFR or NBR, ETN shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

- 6.0 BellSouth shall propose a firm price quote and a detailed implementation plan within twenty-five (25) business days of ETN's acceptance of the preliminary analysis.
- 7.0 If ETN accepts the preliminary analysis, BellSouth shall proceed with ETN's BFR/NBR, and ETN agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If ETN cancels a BFR/NBR after BellSouth has received ETN's acceptance of the preliminary analysis, ETN agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any, directly related to complying with ETN's BFR/NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.
- 8.0 If ETN believes that BellSouth's firm price quote is not consistent with the requirements of the Act, ETN may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 9.0 Unless ETN agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 10.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

EXHIBIT 2

2.1.8.4 Acceptance Testing & Cooperative Testing for xDSL-Designed Loops ONLY

- 2.1.8.4.1 Cooperative Acceptance Testing is acknowledged by both BellSouth and CTS to assist in the timely and efficient provisioning of functioning loops. If both Parties agree in writing that this testing is no longer necessary, it can be suspended at any time.
- 2.1.8.4.2 BellSouth will dispatch a technician to provide normal acceptance testing where BellSouth determines a dispatch is required to provision the loop. Normal acceptance testing includes: Placing a short on the tip and ring conductors, listening for tone, and placing a ground on tip and ring. BellSouth will call CTS with the technician on the line to perform the above mentioned tests and CTS will within 15 minutes begin testing with the technician. The BellSouth technician will test with CTS for a period not to exceed 15 minutes. Testing not considered to be normal acceptance testing as outlined above may be performed by BellSouth, if requested by CTS. BellSouth will charge and CTS will pay for additional acceptance testing by paying additional acceptance charges as outlined in the FCC No. 1 Tariff. BellSouth shall deliver loops which perform according to the characteristics of TR73600 for the particular loop ordered.
- 2.1.8.4.3 Where a technician is dispatched to provision a loop, the BellSouth technician shall tag a circuit for identification purposes. Where a technician is not dispatched by BellSouth, BellSouth will provide sufficient information to CTS to enable CTS to locate the circuit being provisioned. Upon delivery of the loop, BellSouth will contact CTS via a toll free number to provide notification of the completion of the loop and where required, provide acceptance testing as provided for in this agreement.
- 2.1.8.4.4 If CTS is not available to perform acceptance testing within 15 minutes of the time of loop turn up by BellSouth, then CTS may request and BellSouth, if mutually agreed to, will require the BellSouth technician to standby. CTS would then be required to pay standby charges as provided for in the FCC No. 1 Tariff.
- 2.1.8.4.5 If BellSouth is unable to contact a CTS employee to perform acceptance testing at the time of loop turn up (placed on hold for more than 15 minutes, reaches voice mail or other recording, no answer or repeated busy conditions), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by CTS. BellSouth will complete the LSR without obtaining acceptance from CTS and will have no further obligation to perform normal acceptance testing of the provisioned loop. On any such orders where BellSouth completes the LSR without obtaining acceptance from CTS, BellSouth must provide the reason for which it was unable to contact CTS.

If at any time CTS feels that the process described in this paragraph is not being appropriately executed by BellSouth, CTS may escalate to the appropriate BellSouth Manager for immediate resolution. Such resolution shall include but not be limited to: an immediate review of the processes described above by BellSouth personnel, joint meetings of the Parties to mutually resolve issues and any other such action which both Parties agree may need to be implemented to correct the process failure.

- 2.1.8.4.6 If the Acceptance Test fails loop Continuity Test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps, if possible to immediately resolve the problem with CTS on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CTS representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the CTS representative to repeat the Acceptance Test.
- 2.1.8.4.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Attachment or any Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards.
- 2.1.8.4.8 BellSouth will not bill for loop repairs when the repair resulted from a BellSouth problem.

EXHIBIT 3

5. **Unbundled Network Element Combinations**

5.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by CTS are in fact already combined by BellSouth in the BellSouth network.

5.2 Unbundled Network Element Combinations shall include:

- 5.2.1 Density Zone 1 Enhanced Extended Links (EELs);
- 5.2.2 Ordinarily Combined UNE Combinations;
- 5.2.3 Special Access Service to UNE Conversions;
- 5.2.4 Currently Combined Transport Element Combination Conversions; and
- 5.2.5 UNE Loop/Port Combinations.

5.3 **Density Zone 1 EELs**

5.3.1 EELs are a combination of unbundled loop and transport. BellSouth shall provide CTS with EELs where they are available.

5.3.2 Density Zone 1 EELs, as they relate to the FCC's Unbundled Switching Option, are comprised of the configurations in Section 5.3.4 consisting of Local Loop and Interoffice Channel terminating in the requesting CLEC's collocation in the Point of Presence (POP) Serving Wire Center (SWC).

5.3.3 Density Zone 1 EELs are intended to provide new service connectivity from an end user's location through that end user's SWC to CTS' collocation space in a BellSouth central office. The circuit must be connected to CTS' switch for the purpose of provisioning circuit telephone exchange service to CTS' end-user customers. These new EELs may be connected within CTS' collocation to other transport terminating into CTS' switch.

5.3.4 Density Zone 1 EELs are:

- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

- 5.3.5 Density Zone 1 EELs as described in Section 5.3.4 shall be made available to CTS as new service in density zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Nashville, TN MSA.
- 5.3.6 Density Zone 1 EELs as described in Section 5.3.4 are subject to the restrictions of Sections 5.6.1.1, 5.6.1.2, 5.6.1.3, and 5.6.2.
- 5.3.7 Rates
- 5.3.7.1 Density Zone 1 EEL rates as described in Section 5.3.4 shall be the sum of the recurring rates for that combination as set forth in Exhibit B of this Attachment.
- 5.4 **Ordinarily Combined UNE Combinations**
- 5.4.1 BellSouth shall provide Ordinarily Combined UNE Combinations to CTS as new service in the states of Alabama and Tennessee, where available, regardless of whether or not such network element combinations are Currently Combined. Ordinarily Combined UNE Combinations within these states consist of a loop-transport combination, where the transport may consist of an Interoffice Channel, a Local Channel, or a Local Channel and an Interoffice Channel. These combinations may terminate to CTS 's collocation; however collocation is not required. BellSouth does not connect Ordinarily Combined UNEs Combinations to tariffed services.
- 5.4.2 Rates
- 5.4.2.1 The rates for Ordinarily Combined UNE Combinations, which replicate the architecture described in Section 5.3.4, shall be the sum of the recurring and non-recurring rates for that combination as set forth in Exhibit B of this Attachment.
- 5.4.2.2 The rates for Ordinarily Combined UNE Combinations which do not replicate a combination described in Section 5.3.4, shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment.
- 5.4.3 To the extent that CTS 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, CTS, at its option, may request that such rates be determined pursuant to the BFR/NBR process set forth in Attachment 11.
- 5.5 **Currently Combined Combinations to UNE Conversions**
- 5.5.1 In every state within which BellSouth operates, CTS' existing network transport element combinations may be converted to UNEs, if requested. These combinations may not be connected to tariffed services.
- 5.5.2 Rates
- 5.5.3 The rates for the Conversion of Currently Combined Combinations which replicate a configuration described in Section 5.3.4 shall be the sum of the

recurring rates for that combination and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.4 The rates for the Conversion of Currently Combined Combinations which do not replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for the stand-alone network elements and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.5 To the extent BellSouth has not developed methods and procedures to provide any specific combination of network elements requested by CTS, whether or not Currently Combined, such methods and procedures shall be established pursuant to the BFR/NBR process.

5.6 Special Access Service to UNE Conversions

5.6.1 In every state within which BellSouth operates, CTS may not convert existing special access services to combinations of loop and transport network elements, whether or not CTS self-provides its entrance facilities (or obtains entrance facilities from a third party), unless CTS 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 CTS requests to convert any special access services to combinations of loop and transport network elements at UNE prices, CTS shall provide to BellSouth a certification that CTS is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option CTS seeks to qualify for conversion of special access circuits. CTS shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.6.1.1 **Option 1:** CTS certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at CTS' 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, CTS is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. CTS 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

5.6.1.2 **Option 2:** CTS 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 dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must

terminate at CTS' 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

- 5.6.1.3 **Option 3:** CTS certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone 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 this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. CTS 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.
- 5.6.2 In addition, there may be extraordinary circumstances where CTS is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.6.1. In such case, CTS may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon CTS' request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.6.3 BellSouth may, at its sole discretion, audit CTS' records in order to verify compliance with the local usage option provided by CTS pursuant to Section 5.6.1. The audit shall be conducted by a third party independent auditor, and CTS 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, CTS shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that CTS 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 CTS.
- 5.6.4 CTS 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.
- 5.6.5 **Rates**
- 5.6.5.1 For a Special Access network element combination which replicates a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of the recurring charges for the

combinations and a one-time conversion charge as set forth in Exhibit B of this Attachment.

- 5.6.5.2 For a Special Access network element combination which does not replicate a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of recurring charges of the stand-alone network elements and a conversion charge as set forth in Exhibit B of this Attachment.

5.7 UNE Port/Loop Combinations

- 5.7.1 Combinations of port and loop UNEs along with switching and transport UNEs 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.
- 5.7.2 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.
- 5.7.3 Except as set forth in section 5.7.4 below, in Alabama 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.
- 5.7.4 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.
- 5.7.4.1 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Nashville, TN, MSA to CTS if CTS' customer has 4 or more DS0 equivalent lines.
- 5.7.4.2 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 a UNE and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 5.7.5 BellSouth shall make 911 updates in the BellSouth 911 database for CTS' UNE port/loop combinations. BellSouth will not bill CTS for 911 surcharges. CTS is responsible for paying all 911 surcharges to the applicable governmental agency.

5.7.6 Combination Offerings

- 5.7.6.1 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.
- 5.7.6.2 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.
- 5.7.6.3 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.
- 5.7.6.4 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.
- 5.7.6.5 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.
- 5.7.6.6 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.
- 5.7.6.7 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.
- 5.7.6.8 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.

EXHIBIT 4

UNBUNDLED NETWORK ELEMENTS - Alabama																	
CATEGORY	RATE ELEMENTS	Initia Rate	Zon e	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
						Rec	Nonrecurring		NRC Discon		SOMECH	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
							First	Add'l	First								Add'l
	2-WIRE ISDN DIGITAL GRADE LOOP																
	2W ISDN Digital Grade Loop-Zone 1	1		UDN	U1L2X	21.88	117.24	79.77	52.88	10.54	15.66						
	2W ISDN Digital Grade Loop-Zone 2	2		UDN	U1L2X	32.85	117.24	79.77	52.88	10.54	15.66						
	2W ISDN Digital Grade Loop-Zone 3	3		UDN	U1L2X	48.55	117.24	79.77	52.88	10.54	15.66						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.09				15.66						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	UREWO		91.63	44.16			15.66						
	2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																
	2W Universal Digital Channel (UDC) Compatible Loop-Zone 1	1		UDC	UDC2X	21.88	117.24	79.77	52.88	10.54	15.66						
	2W Universal Digital Channel (UDC) Compatible Loop-Zone 2	2		UDC	UDC2X	32.85	117.24	79.77	52.88	10.54	15.66						
	2W Universal Digital Channel (UDC) Compatible Loop-Zone 3	3		UDC	UDC2X	48.55	117.24	79.77	52.88	10.54	15.66						
	Order Coordination For Specified Conversion Time (per LSR)			UDC	UREWO		91.63	44.16			15.66						
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 1	1		UAL	UAL2X	11.01	110.00	68.00	47.24	7.44	15.66						
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 2	2		UAL	UAL2X	12.73	110.00	68.00	47.24	7.44	15.66						
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 3	3		UAL	UAL2X	14.30	110.00	68.00	47.24	7.44	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09				15.66						
	2W Unbundled ADSL Loop who main svc inq & facility reservation-Zone 1	1		UAL	UAL2W	11.01	90.00	57.00	47.24	7.44	15.66						
	2W Unbundled ADSL Loop who main svc inq & facility reservation-Zone 2	2		UAL	UAL2W	12.73	90.00	57.00	47.24	7.44	15.66						
	2W Unbundled ADSL Loop who main svc inq & facility reservation-Zone 3	3		UAL	UAL2W	14.30	90.00	57.00	47.24	7.44	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09				15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	UREWO		86.20	40.40			15.66						
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 1	1		UHL	UHL2X	8.74	110.00	68.00	47.24	7.44	15.66						
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 2	2		UHL	UHL2X	10.17	110.00	68.00	47.24	7.44	15.66						
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 3	3		UHL	UHL2X	11.44	110.00	68.00	47.24	7.44	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09				15.66						
	2W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 1	1		UHL	UHL2W	8.74	90.00	57.00	47.24	7.44	15.66						
	2W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 2	2		UHL	UHL2W	10.17	90.00	57.00	47.24	7.44	15.66						
	2W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 3	3		UHL	UHL2W	11.44	90.00	57.00	47.24	7.44	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09				15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	UREWO		86.14	40.40			15.66						
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 1	1		UHL	UHL4X	13.95	148.36	68.00	51.70	9.73	15.66						
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 2	2		UHL	UHL4X	15.58	148.36	68.00	51.70	9.73	15.66						
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 3	3		UHL	UHL4X	15.25	148.36	68.00	51.70	9.73	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09				15.66						
	4W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 1	1		UHL	UHL4W	13.95	94.00	57.00	51.70	9.73	15.66						
	4W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 2	2		UHL	UHL4W	15.58	94.00	57.00	51.70	9.73	15.66						
	4W Unbundled HDSL Loop who main svc inq & facility reservation-Zone 3	3		UHL	UHL4W	15.25	94.00	57.00	51.70	9.73	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09				15.66						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	UREWO		86.14	40.40			15.66						
	4-WIRE DS1 DIGITAL LOOP																
	4W DS1 Digital Loop-Zone 1	1		USL	USLXX	82.55	252.47	157.54	44.70	11.71	15.66						
	4W DS1 Digital Loop-Zone 2	2		USL	USLXX	154.18	252.47	157.54	44.70	11.71	15.66						
	4W DS1 Digital Loop-Zone 3	3		USL	USLXX	314.52	252.47	157.54	44.70	11.71	15.66						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.09				15.66						
	Order Coordination for Specified Conversion Time (per LSR)			USL	UREWO		101.09	43.05			15.66						
	4-WIRE 19.2 Kbps ON 64 Kbps DIGITAL GRADE LOOP																
	4W Unbundled Digital 19.2 Kbps	1		UDL	UDL19	26.09	126.27	86.80	59.14	14.50	15.66						
	4W Unbundled Digital 19.2 Kbps	2		UDL	UDL19	35.95	126.27	86.80	59.14	14.50	15.66						
	4W Unbundled Digital 19.2 Kbps	3		UDL	UDL19	37.88	126.27	86.80	59.14	14.50	15.66						

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UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Intr Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
					NRC Discon								
					Rec	Nonrecurring	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN
	4W Unbundled Digital Loop 56 Kbps-Zone 1	1	UCL	UCL56	26.09	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 56 Kbps-Zone 2	2	UCL	UCL56	35.95	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 56 Kbps-Zone 3	3	UCL	UCL56	37.88	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 56 Kbps-Zone 4	4	UCL	UCL56		18.09							
	Order Coordination for Specified Conversion Time (per LSR)												
	4W Unbundled Digital Loop 64 Kbps-Zone 1	1	UCL	UCL64	26.09	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 64 Kbps-Zone 2	2	UCL	UCL64	35.95	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 64 Kbps-Zone 3	3	UCL	UCL64	37.88	126.27	88.80	59.14	14.50	15.66			
	4W Unbundled Digital Loop 64 Kbps-Zone 4	4	UCL	UCL64		18.09							
	Order Coordination for Specified Conversion Time (per LSR)												
	CLEC to CLEC Conversion Charge w/o outside dispatch					102.13	49.75			15.66			
	3-WIRE UNBUNDLED COPPER LOOP												
	2W Unbundled Copper Loop/Short including maint svc inq & facility reservation-Zone 1	1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Short including maint svc inq & facility reservation-Zone 2	2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Short including maint svc inq & facility reservation-Zone 3	3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	2W Unbundled Copper Loop/Short w/o maint svc inq & facility reservation-Zone 1	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Short w/o maint svc inq & facility reservation-Zone 2	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Short w/o maint svc inq & facility reservation-Zone 3	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 1	1	UCL	UCL2L	31.42	112.46	65.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 2	2	UCL	UCL2L	55.01	112.46	65.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 3	3	UCL	UCL2L	80.00	112.46	65.30	47.24	7.44	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 1	1	UCL	UCL2W	31.42	91.46	54.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 2	2	UCL	UCL2W	55.01	91.46	54.30	47.24	7.44	15.66			
	2W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 3	3	UCL	UCL2W	80.00	91.46	54.30	47.24	7.44	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-D)					97.23	42.48			15.66			
	4-WIRE COPPER LOOP												
	4W Copper Loop/Short-includes maint svc inq & facility reservation-Zone 1	1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73	15.66			
	4W Copper Loop/Short-includes maint svc inq & facility reservation-Zone 2	2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73	15.66			
	4W Copper Loop/Short-includes maint svc inq & facility reservation-Zone 3	3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	4W Copper Loop/Short-w/o maint svc inq & facility reservation-Zone 1	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73	15.66			
	4W Copper Loop/Short-w/o maint svc inq & facility reservation-Zone 2	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73	15.66			
	4W Copper Loop/Short-w/o maint svc inq & facility reservation-Zone 3	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	4W Copper Loop/Long-includes maint svc inq & facility reservation-Zone 1	1	UCL	UCL4L	49.35	136.21	88.05	51.70	9.73	15.66			
	4W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 2	2	UCL	UCL4L	92.45	136.21	88.05	51.70	9.73	15.66			
	4W Unbundled Copper Loop/Long-includes maint svc inq & facility reservation-Zone 3	3	UCL	UCL4L	127.39	136.21	88.05	51.70	9.73	15.66			
	Order Coordination for Unbundled Copper Loops (per loop)					8.15							
	4W Unbundled Copper Loop/Long-w/o maint svc inq & facility reservation-Zone 1	1	UCL	UCL4O	49.35	114.21	67.05	51.70	9.73	15.66			

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UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inte rim	Zon e	BCS	USOC	RATES(\$)		Svc Order Submitted d Elec per LSR	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						OSS Rates(\$)	
						First	Add'l					First	Add'l
	Line Sharing-per Subscript Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.39	8.19		15.66			
	Line Sharing-per Subscript Activity per Line Rearrangement(CLEC Owned Splitter)			ULS	ULSCS		16.39	8.19		15.66			
	Line Sharing-per Line Activation (CLEC owned Splitter)	1		ULS	ULSCC	0.61	47.44	19.31	20.02	9.83			
	LINE SPLITTING												
	END USER ORDERING-CENTRAL OFFICE BASED												
	Line Splitting-per line activation CLEC owned splitter	1		UEPSR UEPSB	UREOS	0.61	37.01	21.19	20.02	9.83	15.66		
	Line Splitting-per line activation BST owned-physical	1		UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83	15.66		
	Line Splitting-per line activation BST owned-virtual	1		UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83	15.66		
	REMOTE SITE HIGH FREQUENCY SPECTRUM												
	SPLITTING-REMOTE SITE												
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	1		ULS	ULSRB	38.18	221.09	0.00	254.79	0.00	15.66		
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS &	1		ULS	ULSTG		74.38	0.00	46.77	0.00	15.66		
	DESCRIPTION												
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING												
	Remote Site Line Share Line Activation for End User Served at RS, BST	1		ULS	ULSRC	0.61	37.01	21.19	20.02	9.83	15.66		
	Splitter	1		ULS	ULSTC	0.61	37.01	21.19	20.02	9.83	15.66		
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	1		ULS	ULSTC	0.61	37.01	21.19	20.02	9.83	15.66		
	UNBUNDLED DEDICATED TRANSPORT												
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3/8TS-1-four months												
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			UITVX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination			UITVX	UITV2	21.13	40.54	27.41	16.74	6.90	15.66		
	Interoffice Channel-Dedicated Transport-2W VG Rev Bal-Per Mile per mo			UITVX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-2W VG Rev Bal-Facility Termination			UITVX	UITR2	21.13	40.54	27.41	16.74	6.90	15.66		
	Termination			UITVX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-4W VG-Per Mile per mo			UITVX	UITV4	18.73	40.54	27.41	16.74	6.90	15.66		
	Interoffice Channel-Dedicated Transport-4W VG-Facility Termination			UITVX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			UITDX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination			UITDX	UITD6	15.12	40.54	27.41	16.74	6.90	15.66		
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			UITDX	1L5XX	0.00838							
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination			UITDX	UITD6	15.12	40.54	27.41	16.74	6.90	15.66		
	Interoffice Channel-Dedicated Transport-DS1-Per Mile per mo			UITD1	1L5XX	0.18	89.27	81.81	16.35	14.44	15.66		
	Interoffice Channel-Dedicated Transport-DS1-Facility Termination			UITD1	1L5XX	4.08							
	Interoffice Channel-Dedicated Transport-DS3-Per Mile per mo			UITD3	1L5XX	703.92	278.75	162.76	60.20	58.46	15.66		
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo			UITD3	1L5XX	4.09							
	Interoffice Channel-Dedicated Transport-STS-1-Per Mile per mo			UITS1	1L5XX	701.37	278.75	162.76	60.20	58.46	15.66		
	Interoffice Channel-Dedicated Transport-STS-1-Facility Termination			UITS1	1L5XX	4.09							
	LOCAL CHANNEL - DEDICATED TRANSPORT												
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3/8TS-1-four months												
	Local Channel-Dedicated-2W VG			ULDVX	ULDV2	13.97	193.10	33.17	36.64	3.20	15.66		
	Local Channel-Dedicated-4W VG			ULDVX	ULDR2	13.97	193.10	33.17	36.64	3.20	15.66		
	Local Channel-Dedicated-4W VG Rev Bal			ULDVX	ULDVA	14.93	193.10	33.17	36.64	3.20	15.66		
	Local Channel-Dedicated-DS1-Zone 1	1		ULD01	ULDF1	36.76	177.47	153.72	22.19	15.26	15.66		
	Local Channel-Dedicated-DS1-Zone 2	2		ULD01	ULDF1	49.98	177.47	153.72	22.19	15.26	15.66		
	Local Channel-Dedicated-DS1-Zone 3	3		ULD01	ULDF1	107.63	177.47	153.72	22.19	15.26	15.66		
	Local Channel-Dedicated-DS3-Per Mile per mo			ULD03	1L5NC	6.92							
	Local Channel-Dedicated-DS3-Facility Termination			ULD03	ULDF3	418.54	461.52	463.94	119.49	83.58	15.66		
	Local Channel-Dedicated-STS-1-Per Mile per mo			ULDS1	1L5NC	6.92							
	Local Channel-Dedicated-STS-1-Facility Termination			ULDS1	ULDFS	408.49	461.52	463.94	119.49	83.58	15.66		
	DARK FIBER												
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo-			UDF	1L5DC	60.32							
	Local Channel			UDF	UDFC4		639.09	137.87	317.06	197.66	15.66		
	NRC Dark Fiber-Local Channel			UDF	1L5DF	22.34							
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo-			UDF	UDF14		639.09	137.87	317.06	197.66	15.66		
	Interoffice Channel			UDF	UDF14								
	NRC Dark Fiber-Interoffice Channel			UDF	1L5DL	60.32							
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo-			UDF	1L5DL								
	Local Loop			UDF	1L5DL								

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inte Zon rtn e	BCS	USOC	RATES(\$)				Svc Order Submitted d Elec per LSR	Svc Order Submitted Manualy per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring		NRC Discon					
						First	Add'l	First					Add'l
OSS Rates(\$)													
SOMAN													
SOMAN													
SOMAN													
			UDF	UDFL4			639.09	137.87	197.66	317.06	197.66		
	NRC Dark Fiber-Local Loop		OH-D		0.000556								
	BOX ACCESS TEN DIGIT SCREENING												
	BOX Access Ten Digit Screening, Per Call		OH-D										
	BOX Access Ten Digit Screening, Reservation Charge Per BOX Number		OH-D										
	Reserved		OH-D										
	BOX Access Ten Digit Screening, Per BOX No. Established W/O POTS		OH-D										
	Translations		OH-D										
	BOX Access Ten Digit Screening, Per BOX No. Established With POTS		OH-D										
	Translations		OH-D										
	BOX Access Ten Digit Screening, Customized Area of Service Per BOX		OH-D										
	Number		OH-D										
	BOX Access Ten Digit Screening, Multiple InterLATA CDR Routing Per CDR		OH-D										
	Requested Per BOX No.		OH-D										
	BOX Access Ten Digit Screening, Change Charge Per Request		OH-D										
	BOX Access Ten Digit Screening, Call Holding & Destination Features		OH-D										
	BOX Access Ten Digit Screening, w/PL No. Delivery		OH-D										
	BOX Access Ten Digit Screening, w/POTS No. Delivery		OH-D										
	LINE INFORMATION DATA BASE ACCESS (LIDB)												
	LIDB Common Transport Per Query		OOQ										
	LIDB Validation Per Query		OOQ										
	LIDB Originating Point Code Establishment or Change		OOQ										
	SIGNALING (CCS7)												
	CCS7 Signaling Connection, Per 56Kbps Facility		UDB										
	CCS7 Signaling Termination, Per STP Port		UDB										
	CCS7 Signaling Usage, Per Call Setup Message		UDB										
	CCS7 Signaling Usage, Per TCAP Message		UDB										
	CCS7 Signaling Connection, Per Link (A link)		UDB										
	CCS7 Signaling Connection, Per Link (B link) (also known as D link)		UDB										
	CCS7 Signaling Usage, Per ISUP Message		UDB										
	CCS7 Signaling Usage, Per Link per LATA		UDB										
	CCS7 Signaling Usage, Per Link per LATA		UDB										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or		UDB										
	Change, per STP affected												
	EP11 SERVICE												
	Local Channel-Dedicated-2W/VG												
	Interoffice Transport-Dedicated-2W/VG Per Mile												
	Interoffice Transport-Dedicated-2W/VG Per Facility Termination												
	Local Channel-Dedicated-DS1-Zone 1												
	Local Channel-Dedicated-DS1-Zone 2												
	Local Channel-Dedicated-DS1-Zone 3												
	Local Channel-Dedicated-DS1-Zone 4												
	Interoffice Transport-Dedicated-DS1 Per Mile												
	Interoffice Transport-Dedicated-DS1 Per Facility Termination												
	CALLING NAME (CNAM) SERVICE												
	CNAM For DB Owners-Service Establishment		OOV										
	CNAM For Non DB Owners-Service Establishment		OOV										
	CNAM For DB Owners-Service Provisioning With Point Code Establishment		OOV										
	CNAM For Non DB Owners-Service Provisioning With Point Code		OOV										
	Establishment		OOV										
	CNAM for DB Owners, Per Query		OOV										
	CNAM for Non DB Owners, Per Query		OOV										
	LNP Query Service												
	LNP Charge Per query												
	LNP Service Establishment Manual												
	LNP Service Provisioning With Point Code Establishment												
	OPERATOR CALL PROCESSING												
	Oper. Call Processing-Oper. Provided, Per Min.-Using BST LIDB												
	Oper. Call Processing-Oper. Provided, Per Min.-Using Foreign LIDB												
	Oper. Call Processing-Fully Automated, per Call-Using BST LIDB												
	Oper. Call Processing-Fully Automated, per Call-Using Foreign LIDB												
	INWARD OPERATOR SERVICES												
	Inward Operator Services-Verification, Per min												

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UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Initia l Zon e	BCS	USOC	RATES(\$)				Svc Order Submitted Manually d Elec per LSR	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		NRC Discon					
						First	Add'l	First					Add'l
	Inward Operator Services-Verification & Emergency Interrupt Per min				1.15								
Branding - OPERATOR CALL PROCESSING	Facility based CLEC												
	Recording of Custom Branded OA Announcement			CBAOS		7,000.00	7,000.00			15.66			
	Loading of Custom Branded OA Announcement per shd/NAV per OCN			CBAOL		500.00	500.00			15.66			
	UNEP CLEC					7,000.00	7,000.00			15.66			
	Recording of Custom Branded OA Announcement					500.00	500.00			15.66			
	Loading of Custom Branded OA Announcement per shd/NAV per OCN												
	Unbrndng via OLMS for UNEP CLEC					1,200.00	1,200.00			15.66			
	Loading of OA per OCN (Regional)												
	DIRECTORY ASSISTANCE SERVICES												
	DIRECTORY ASSISTANCE ACCESS SERVICE					0.275							
Directory Assistance Access Service Calls, Charge Per Call	Directory Assistance Access Service (DACS)												
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACCS)												
	Directory Assistance Call Completion Access Service (DACCS), Per Call					0.10							
	Attempt												
	NUMBER SERVICES INTERCEPT ACCESS SERVICE												
	DIRECTORY ASSISTANCE SERVICES												
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)												
	Directory Assistance Data Base Service Charge Per Listing			DRSOF		150.00							
	Directory Assistance Data Base Service, per mo												
	DIRECTORY ASSISTANCE												
Branding - DIRECTORY ASSISTANCE	Facility Based CLEC					6,000.00	6,000.00			15.66			
	Recording & Provisioning of DA Custom Branded Announcement		AMT	CBADA		1,170.00	1,170.00			15.66			
	Loading of Custom Branded Announcement per DRAM Card/Switch		AMT	CBADC		3,000.00	3,000.00			15.66			
	UNEP CLEC					1,170.00	1,170.00			15.66			
	Recording of DA Custom Branded Announcement					420.00	420.00			15.66			
	Loading of DA per OCN (1 OCN per Order)					16.00	16.00			15.66			
	Loading of DA per Switch per OCN												
	SELECTIVE ROUTING				USRCR		84.70	84.70	14.11	14.11	15.66		
	Selective Routing Per Unique Line Class Code Per Request Per Switch												
	VIRTUAL COLLOCATION	Virtual Collocation-Application Cost		AMTFS	EAF		1,205.26	1,205.26	0.51	0.51	15.66		
Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		859.71	859.71	22.49	22.49	15.66			
Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	3.22								
Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	7.83								
Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPXX	14.97								
UEANL,UEA,UDN,UDC													
UAL,ULH,ULCL,UEQA													
MTFS,UDL,UNG,ULN													
CDX,UNCX													
UEAC2						0.03	12.30	11.80	6.03	5.44	15.66		
Virtual Collocation-2W Cross Connects (loop)	UEA,ULH,ULCL,ULN												
	X,UNGDX												
	UEAC4					0.05	12.39	11.87	6.39	5.73	15.66		
	Virtual Collocation-4W Cross Connects (loop)												
	AMTFS,UDL12,UDL03												
	U1T48,U1T12,U1T03,												
	ULD03,ULD12,ULD48,												
	UDF												
	CNC2F					2.84	20.89	15.20	7.38	5.92	15.66		
	Virtual Collocation-2-Fiber Cross Connects												
Virtual Collocation-4-Fiber Cross Connects	AMTFS,UDL12,UDL03												
	U1T48,U1T12,U1T03,												
	ULD03,ULD12,ULD48,												
	UDF												
	CNC4F					5.69	26.55	19.86	9.71	8.25	15.66		
	Virtual Collocation-4-Fiber Cross Connects												
	USL,ULC,AMTFS,U1R,												
	U1T01,UNC1X,ULD01												
	U1T01,USL1E,UNLD1												
	CNC1X					1.11	22.03	15.93	6.40	5.79	15.66		
Virtual collocation-DS1 Cross Connects													

UNBUNDLED NETWORK ELEMENTS - Alabama														
CATEGORY	RATE ELEMENTS	Intro Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2	Incremental Charge - Manual Svc Order vs. Electronic-1st	Exhibit: B	
					Rec	Nonrecurring		NRC Discon						
						First	Add'l	First						Add'l
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate						7.83	7.83	9.09	9.09		15.66		
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP						34.47	34.47	14.36	14.36		15.66		
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, CDP						34.47	34.47	14.36	14.36		15.66		
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Feature Code						34.47	34.47	14.36	14.36		15.66		
	AIN Toolkit Service-Query Charge, Per Query													
	AIN Toolkit Service-Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.00582								
	AIN Toolkit Service-SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes				CAM		7.83	7.83	5.50	5.50		15.66		
	AIN Toolkit Service-moby report-Per AIN Toolkit Service Subscription				CAM		8.66	8.66				15.66		
	AIN Toolkit Service-Special Study-Per AIN Toolkit Service Subscription				CAM		7.83	7.83	5.50	5.50		15.66		
	AIN Toolkit Service-Call Event Report-Per AIN Toolkit Service Subscription				CAM									
	AIN Toolkit Service-Call Event Special Study-Per AIN Toolkit Service Subscription				CAM		8.66	8.66				15.66		
ENHANCED EXTENDED LINK (EELs)														
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC & density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.														
NOTE: In all cases, 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. (NRC 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 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination-Zone 1				UNCVX		86.00	55.00	47.24	7.44		15.66		
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination-Zone 2				UNCVX		86.00	55.00	47.24	7.44		15.66		
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination-Zone 3				UNCVX		86.00	55.00	47.24	7.44		15.66		
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination-Zone 4				UNCVX		86.00	55.00	47.24	7.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	DS1 Channelization System Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 To DS0 Interface-Per mo				UNCVX		86.00	55.00	47.24	7.44		15.66		
	Each Add'l 2W VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1				UNCVX		86.00	55.00	47.24	7.44		15.66		
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2				UNCVX		86.00	55.00	47.24	7.44		15.66		
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3				UNCVX		86.00	55.00	47.24	7.44		15.66		
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 4				UNCVX		86.00	55.00	47.24	7.44		15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		6.58	4.72				15.66		
	NRC Currently Combined Network Elements Switch-As-Is Charge				UNCVX		5.59	5.59	6.98	6.98		15.66		
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
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	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
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	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
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	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 4				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo				UNCVX		89.27	81.81	16.35	14.44		15.66		
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mile				UNCVX		91.04	62.57	10.54	9.79		15.66		
	Channelization-Channel System DS1 to DS0 combination-Per mo				UNCVX		6.58	4.72				15.66		
	VG COO-DS1 to DS0 Channel System combination-per mo				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2				UNCVX		131.97	94.51	59.14	14.50		15.66		
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3				UNCVX		131.97	94.51	59.14	14.50		15.66		

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Initial Rate	BCS	USOC	RATES(\$)					Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Nonrecurring								
					Rec	First	Add'l	NRC Disc on			SOME C		
	Exchange Ports-2W VG unbundled AL extended local dialing party Port with Caller ID-Bus.		UEPSB	UEPAW	1.38	2.38	2.27	1.42	1.33		15.66		
	Exchange Ports-2W VG unbundled incoming only port with Caller ID-Bus		UEPSB	UEPB1	1.38	2.38	2.27	1.42	1.33		15.66		
	Subgrnt Activity		UEPSB	USASC	0.00	0.00	0.00				15.66		
	Subgrnt Activity		UEPSB	UEPVF	1.98	0.00	0.00				15.66		
	AI Available Vertical Features												
	EXCHANGE PORT RATES (DID & PBX)												
	2W VG Unbundled 2Way PBX Trunk-Rse		UEPSE	UEPRD	1.38	31.27	14.85	13.94	0.90		15.66		
	2W VG Line Side Unbundled 2Way PBX Trunk-Bus		UEPSP	UEPPC	1.38	31.27	14.85	13.94	0.90		15.66		
	2W VG Line Side Unbundled Outward PBX Trunk-Bus		UEPSP	UEPPO	1.38	31.27	14.85	13.94	0.90		15.66		
	2W VG Line Side Unbundled Incoming PBX Trunk-Bus		UEPSP	UEPP1	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Analog Long Distance Terminal PBX Trunk-Bus		UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 2Way PBX AL Calling Port		UEPSP	UEPA2	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled PBX LD Terminal Ports		UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 2Way PBX Usage Port		UEPSP	UEPXA	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled PBX Toll Terminal Hotel Ports		UEPSP	UEPXB	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled PBX LD DDD Terminal Port		UEPSP	UEPXC	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled PBX LD Terminal Switchboard Port		UEPSP	UEPXD	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPSP	UEPXE	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPSP	UEPXL	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port		UEPSP	UEPXM	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPSP	UEPXO	1.38	31.27	14.85	13.94	0.90		15.66		
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPSP	UEPXS	1.38	31.27	14.85	13.94	0.90		15.66		
	Subgrnt Activity		UEPSP	USASC	0.00	0.00	0.00				15.66		
	Subgrnt Activity		UEPSP	UEPVF	1.98	0.00	0.00				15.66		
	AI Available Vertical Features												
	EXCHANGE PORT RATES (CON)												
	Exchange Ports-Con Port				1.38	2.38	2.27	1.42	1.33		15.66		
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched data transmission by B-Channels associated with 2W ISDN ports.												
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process.												
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process.												
	UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)												
	EXCHANGE PORT RATES												
	Exchange Ports-2W DID Port		UEPEX	UEPP2	8.06	119.31	18.74	59.90	3.76		15.66		1.97
	Exchange Ports-DDTS Port-4W DS1 Port with DID capability		UEPDD	UEPDD	60.09	202.02	95.69	72.59	2.46		15.66		1.97
	Exchange Ports-2W ISDN Port (See Notes below.)		UEPTX UEPXS	U1PMA	9.79	72.77	52.99	47.79	10.74		15.66		
	AI Features Offered												
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched data transmission by B-Channels associated with 2W ISDN ports.												
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process.												
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process.												
	Exchange Ports-2W ISDN DS1 Port		UEPEX	UEPEX	84.32	203.81	101.58	79.18	20.06		15.66		1.97
	Exchange Ports-2W ISDN DS1 Port		UEPEX	UEPEX	84.32	203.81	101.58	79.18	20.06		15.66		
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY												
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE												
	Unbundled Remote Call Forwarding Service, Area Calling, Rse		UEPVR	UERAC	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, Local Calling, Rse		UEPVR	UERLC	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, Local Calling, Rse		UEPVR	UERTE	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, IntraLATA-Rse		UEPVR	UERTR	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, IntraLATA-Rse		UEPVR	USAC2	0.10	0.10	0.10				15.66		
	Non-Recurring		UEPVR	USAC2	0.10	0.10	0.10				15.66		
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is		UEPVR	USACC	0.10	0.10	0.10				15.66		
	Unbundled Remote Call Forwarding Service-Conversion with allowed change (PIC & LPHC)		UEPVR	UEPVR	1.38	2.38	2.27	1.42	1.33		15.66		
	UNBUNDLED REMOTE CALL FORWARDING - Bus												
	Unbundled Remote Call Forwarding Service, Area Calling-Bus		UEPVB	UERAC	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, Local Calling-Bus		UEPVB	UERLC	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, Local Calling-Bus		UEPVB	UERTE	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus		UEPVB	UERTR	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus		UEPVB	UEPVB	1.38	2.38	2.27	1.42	1.33		15.66		
	Unbundled Remote Call Forwarding Service expanded & Exception Local Calling		UEPVB	UEPVB	1.38	2.38	2.27	1.42	1.33		15.66		

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UNBUNDLED NETWORK ELEMENTS - Alabama															Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Initial Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l		Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l						
					Rec	Nonrecurring		NRC Discon		SOMECH	OSS Rates(\$)							
						First	Add'l	First			Add'l	SOMAN	SOMAN	SOMAN	SOMAN			
	Non-Recurring																	
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is		UEPVB	USAC2				0.10	0.10			15.66						
	Unbundled Remote Call Forwarding Service-Conversion with shared change (PIC & LPC)		UEPVB	USACC				0.10	0.10			15.66						
UNBUNDLED LOCAL SWITCHING, PORT USAGE																		
	End Office Switching (Port Usage)					0.0007025												
	End Office Switching Function, Per MOU					0.0001638												
	End Office Trunk Port-Shared, Per MOU					0.000095												
	Tandem Switching (Port Usage) (Local or Access Tandem)					0.0002015												
	Tandem Switching Function Per MOU																	
	Tandem Trunk Port-Shared, Per MOU					0.0000023												
	Common Transport					0.0000224												
	Common Transport-Per Mile, Per MOU																	
	Common Transport-Facilities Termination Per MOU																	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
Cost Based Rates are applied where both South is required by FCC for Commission rule to provide Unbundled Local Switching or Switch Ports. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rates section in the same manner as they are applied to the SLT-ALONE Unbundled Port section of this Rate Exhibit. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rates section 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. End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this rate exhibit shall apply to Currently Combined & Not Currently Combined Combos. The first & additional Port NRC charges apply to Not Currently Combined sections. Commission ordered cost based rates. For Currently Combined Combos in all other states, the NRC charges shall be those identified in the NRC - Currently Combined sections.																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
	UNE Port/Loop Combination Rates					12.70												
	2W VG Loop/Port Combo-Zone 1	1				21.19												
	2W VG Loop/Port Combo-Zone 2	2				34.80												
	2W VG Loop/Port Combo-Zone 3	3																
UNE Loop Rates																		
	2W VG Loop (SL1)-Zone 1	1	UEPRX	UEPLX		11.55												
	2W VG Loop (SL1)-Zone 2	2	UEPRX	UEPLX		20.04												
	2W VG Loop (SL1)-Zone 3	3	UEPRX	UEPLX		33.65												
2-Wire Voice Grade Line Port Rates (Res)																		
	2W voice unbundled port-residence		UEPRX	UEPRL		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled port with Caller ID-res		UEPRX	UEPRC		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled port with Caller ID-res		UEPRX	UEPRO		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled port with Caller ID-res		UEPRX	UEPAR		1.15		19.83	24.91	6.63		15.66						
	2W VG unbundled AL extended local dialing parity port with Caller ID-res		UEPRX	UEPAP		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled res, low usage line port with Caller ID (LUM)		UEPRX	UEPVF		1.98		0.00	0.00			15.66						
FEATURES																		
	AI Features Offered		UEPRX	LNPCX		0.35												
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)		UEPRX	LNPCX								15.66						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is		UEPRX	USAC2			0.10	0.10				15.66						
ADDITIONAL NRCs																		
	2W VG Loop/Line Port Combination-Subnet Activity		UEPRX	USAS2		0.00	0.00	0.00				15.66						
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
	UNE Port/Loop Combination Rates					12.70												
	2W VG Loop/Port Combo-Zone 1	1				21.19												
	2W VG Loop/Port Combo-Zone 2	2				34.80												
	2W VG Loop/Port Combo-Zone 3	3																
UNE Loop Rates																		
	2W VG Loop (SL1)-Zone 1	1	UEPBX	UEPLX		11.55												
	2W VG Loop (SL1)-Zone 2	2	UEPBX	UEPLX		20.04												
	2W VG Loop (SL1)-Zone 3	3	UEPBX	UEPLX		33.65												
2-Wire Voice Grade Line Port (Bus)																		
	2W voice unbundled port into Caller ID-bus		UEPBX	UEPBL		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled port with Caller + E484 ID-bus		UEPBX	UEPBC		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled port with Caller ID-bus		UEPBX	UEPBO		1.15		19.83	24.91	6.63		15.66						
	2W VG unbundled AL extended local dialing parity port with Caller ID-bus		UEPBX	UEPAW		1.15		19.83	24.91	6.63		15.66						
	2W voice unbundled incoming only port with Caller ID-Bus		UEPBX	UEPB1		1.15		19.83	24.91	6.63		15.66						
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)		UEPBX	LNPCX		0.35												

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Intr Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Nonrecurring		NRC Discn						
					Rec	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT												
	LINE Port Loop Combination Rates												
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port- LINE Zone 1	1	UEPPB	UEPPB									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port- LINE Zone 2	2	UEPPB	UEPPB									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port- LINE Zone 3	3	UEPPB	UEPPB									
	LINE Loop Rates												
	2W ISDN Digital Grade Loop- LINE Zone 1	1	UEPPB	UEPPB	USL2X								
	2W ISDN Digital Grade Loop- LINE Zone 2	2	UEPPB	UEPPB	USL2X								
	2W ISDN Digital Grade Loop- LINE Zone 3	3	UEPPB	UEPPB	USL2X								
	LINE Port Rate												
	Exchange Port- 2W ISDN Line Side Port		UEPPB	UEPPB	8.24	132.76	100.67	21.28		15.66			
	NONRECURRING CHARGES - CURRENTLY COMBINED												
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination- Conversion		UEPPB	UEPPB	0.00	38.51	27.02			15.66			
	ADDITIONAL NRCS												
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPPB	UEPPB	0.35	0.00							
	B-CARRIER USER PROFILE ACCESS:												
	CVS/CSD (DMS/RESS)		UEPPB	UEPPB	0.00	0.00							
	CVS (EWS/D)		UEPPB	UEPPB	0.00	0.00							
	CSD		UEPPB	UEPPB	0.00	0.00							
	B-CARRIER AREA PLUS USER PROFILE ACCESS: (AL KY LA MS SC MS & TN)												
	CVS/CSD (DMS/RESS)		UEPPB	UEPPB	0.00	0.00							
	CVS (EWS/D)		UEPPB	UEPPB	0.00	0.00							
	CSD		UEPPB	UEPPB	0.00	0.00							
	USER TERMINAL PROFILE												
	User Terminal Profile (EWS/D only)		UEPPB	UEPPB	1.98	0.00							
	VERTICAL FEATURES												
	IAS Vertical Features-One per Channel B User Profile		UEPPB	UEPPB	0.00	0.00							
	INTEROFFICE CHANNEL MILEAGE												
	Interoffice Channel mileage each, including first mile & facilities termination		UEPPB	UEPPB	21.14	40.54	16.74	6.90					
	Interoffice Channel mileage each, Add'l mile		UEPPB	UEPPB	0.008838	0.00				0.00			
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT												
	LINE Port Loop Combination Rates												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port- LINE Zone 1	1	UEPPP										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port- LINE Zone 2	2	UEPPP										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port- LINE Zone 3	3	UEPPP										
	LINE Loop Rates												
	4W DS1 Digital Loop- LINE Zone 1	1	UEPPP	USL4P									
	4W DS1 Digital Loop- LINE Zone 2	2	UEPPP	USL4P									
	4W DS1 Digital Loop- LINE Zone 3	3	UEPPP	USL4P									
	LINE Port Rate												
	Exchange Ports- 4W ISDN DS1 Port		UEPPP	UEPPP	84.32	456.28	259.10	123.89		15.66			
	NONRECURRING CHARGES - CURRENTLY COMBINED												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination- Conversion-Switch-as-is		UEPPP	USACP	0.00	119.07	78.56			15.66			
	ADDITIONAL NRCS												
	4W DS1 Loop/4W ISDN Digi Trk Port-Subseq Inward/two way tel nos within Std Allowance		UEPPP	PR7TF		0.49							
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Numbers		UEPPP	PR7TO		11.51							
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subseq Inward Tel Nos		UEPPP	PR7ZI		23.02							
	Above Std Allowance												
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPPP	LNPCN	1.75								
	INTERFAC (Provisioning Only)												
	Voice/Data		UEPPP	PR7IV	0.00	0.00							
	Digital Data		UEPPP	PR7ID	0.00	0.00							
	Inward Data		UEPPP	PR7IE	0.00	0.00							
	New or Additional "B" Channel		UEPPP	PR7BV	0.00	14.53							
	New or Add'l-Voice/Data B Channel												

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inte Zon rim e	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	Nonrecurring		NRC Discn			OSS Rates(\$)		
						First	Add'l				First	Add'l	
	New or Add'l-Digital Data B Channel		UEPPP	PR7BF	0.00	14.53							
	New or Add'l Inward Data B Channel		UEPPP	PR7BD	0.00	14.53							
CALL TYPES	Inward		UEPPP	PR7C1	0.00	0.00	0.00						
	Outward		UEPPP	PR7C2	0.00	0.00	0.00						
	Two-way		UEPPP	PR7CC	0.00	0.00	0.00						
	Interoffice Channel Mileage		UEPPP	11N1A	60.32	89.27	81.81	16.35	14.44	15.66			
	Fixed Each Including First Mile		UEPPP	11N1B	0.16								
	Each Airline-Fractional Add'l Mile												
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DOTS TRUNK PORT												
	UNE Port/Loop Combination Rates												
	1-Wire DS1 Digital Loop/4W DOTS Trunk Port-UNE Zone 1	1	UEPDC		142.64								
	1-Wire DS1 Digital Loop/4W DOTS Trunk Port-UNE Zone 2	2	UEPDC		214.26								
	1-Wire DS1 Digital Loop/4W DOTS Trunk Port-UNE Zone 3	3	UEPDC		374.61								
	UNE Loop Rates												
	4W DS1 Digital Loop-UNE Zone 1	1	UEPDC	USLDC	82.55								
	4W DS1 Digital Loop-UNE Zone 2	2	UEPDC	USLDC	154.18								
	4W DS1 Digital Loop-UNE Zone 3	3	UEPDC	USLDC	314.52								
	UNE Port Rate		UEPDC	UD01T	60.09	454.49	253.23	117.29	14.17	15.66			
	4W DOTS Digital Trunk Port		UEPDC	USACA		129.49	67.02			15.66			
	4W DS1 Digital Loop/4W DOTS Trunk Port Combination-Switch-as-is		UEPDC	USAWA		129.49	67.02			15.66			
	4W DS1 Digital Loop/4W DOTS Trunk Port Combination-Conversion with DS1 Charges		UEPDC	USAWB		129.49	67.02			15.66			
	4W DS1 Digital Loop/4W DOTS Trunk Port Combination-Conversion with Change-Trunk		UEPDC										
	ADDITIONAL NRCS		UEPDC	UD1TA	14.48	14.48				15.66			
	4W DS1 Loop/4W DOTS Trunk Port-NFC-Subsequent Channel Activation/Chan-2Way Trunk		UEPDC	UD1TB	14.48	14.48				15.66			
	4W DS1 Loop/4W DOTS Trunk Port-Subsequent Channel Activation/Chan-1-Way Outward Trunk		UEPDC	UD1TC	14.48	14.48				15.66			
	4W DS1 Loop/4W DOTS Trunk Port-Subsequent Channel Activation/Chan-Inward Trunk w/o DID		UEPDC	UD1TD	14.48	14.48				15.66			
	4W DS1 Loop/4W DOTS Trunk Port-Subsequent Chan Activation Per Chan-Inward Trunk with DID		UEPDC	UD1TE	14.48	14.48				15.66			
	4W DS1 Loop/4W DOTS Trunk Port-Subsequent Chan Activation/Chan-2Way DID w User Trans		UEPDC										
	BEPOLAR & ZERO SUBSTITUTION		UEPDC	CCOSF	0.00	600.00							
	8BZS-Superframe Format		UEPDC	CCOEF	0.00	600.00							
	8BZS-Extended Superframe Format		UEPDC	MCOSF	0.00	0.00							
	Alternate Mark Inversion		UEPDC	MCOPF	0.00	0.00							
	1AM-Superframe Format		UEPDC	UD1GX	0.00								
	1AM-Extended Superframe Format		UEPDC	UD1GY	0.00								
	Telephone Number/Trunk Group Establishment Charges		UEPDC	UD1GZ	0.00								
	Telephone Number for 2-Way Trunk Group		UEPDC	ND4	0.00	0.00							
	Telephone Number for 1-Way Outward Trunk Group		UEPDC	ND5	0.00	0.00							
	Telephone Number for 1-Way Inward Trunk Group w/o DID		UEPDC	ND6	0.00	0.00							
	DID Numbers for each Group of 20 DID Numbers		UEPDC	NDV	0.00	0.00							
	DID Numbers, Non-consecutive DID Numbers, Per Number		UEPDC										
	Reserve DID Numbers		UEPDC										
	Reserve DID Numbers		UEPDC	11NO1	60.16	89.27	81.81	16.35	14.44	15.66			
	Dedicated DS1 (Interoffice Channel Mileage) - FAXCO for 4-Wire DS1 Digital Loop with 4-Wire DOTS Trunk Port		UEPDC	11NO2	0.16	0.00	0.00						
	Interoffice Channel Message-Fixed rate 0-9 miles (Facilities Termination)		UEPDC	11NO3	0.16	0.00	0.00						
	Interoffice Channel Message-Add'l rate per mile-0-9 miles		UEPDC	11NO4	0.16	0.00	0.00						
	Interoffice Channel Message-Fixed rate 9-25 miles (Facilities Termination)		UEPDC	11NO5	0.16	0.00	0.00						
	Interoffice Channel Message-Add'l rate per mile-9-25 miles		UEPDC	11NO6	0.16	0.00	0.00						
	Interoffice Channel Message-Fixed rate 25+ miles (Facilities Termination)		UEPDC	11NO7	0.16	0.00	0.00						
	Interoffice Channel Message-Add'l rate per mile-25+ miles		UEPDC	11NO8	0.16	0.00	0.00						
	Local Number Portability, per DSO Activated		UEPDC	11NO9	3.15	0.00	0.00						
	Central Office Terminating Point		UEPDC	CTG	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Intro Zon rtn	BCS	USOC	RATES(\$)				Svc Order Submitted Manually d Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
					Rec	Nonrecurring		NRC Discn				Svc Order Submitted Manually d Elec per LSR	
						First	Add'l						First
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT													
System is 1 DS1 Loop, 1 D4 Channel Bank, & up to 24 Features Activations													
Each System can have up to 24 combinations of rates depending on type & number of ports used													
UNE	DS1 Loop												
	4W DS1 Loop-UNE Zone 1	1	UEPMG	USLDC	82.55	0.00	0.00						
	4W DS1 Loop-UNE Zone 2	2	UEPMG	USLDC	154.18	0.00	0.00						
	4W DS1 Loop-UNE Zone 3	3	UEPMG	USLDC	314.52	0.00	0.00						
UNE	DS0 Channelization Capacities (D4 Channel Bank Configurations)												
	24 DS0 Channel Capacity-1 per DS1		UEPMG	VUM24	101.40	0.00	0.00						
	48 DS0 Channel Capacity-1 per 2 DS1s		UEPMG	VUM48	202.80	0.00	0.00						
	96 DS0 Channel Capacity-1 per 4 DS1s		UEPMG	VUM96	405.60	0.00	0.00						
	144 DS0 Channel Capacity-1 per 6 DS1s		UEPMG	VUM144	608.40	0.00	0.00						
	192 DS0 Channel Capacity-1 per 8 DS1s		UEPMG	VUM192	811.20	0.00	0.00						
	240 DS0 Channel Capacity-1 per 10 DS1s		UEPMG	VUM240	1,014.00	0.00	0.00						
	288 DS0 Channel Capacity-1 per 12 DS1s		UEPMG	VUM288	1,216.80	0.00	0.00						
	384 DS0 Channel Capacity-1 per 16 DS1s		UEPMG	VUM384	1,622.40	0.00	0.00						
	480 DS0 Channel Capacity-1 per 20 DS1s		UEPMG	VUM480	2,028.00	0.00	0.00						
	576 DS0 Channel Capacity-1 per 24 DS1s		UEPMG	VUM576	2,433.60	0.00	0.00						
	672 DS0 Channel Capacity-1 per 28 DS1s		UEPMG	VUM672	2,839.20	0.00	0.00						
Non-Recurring Charges (NRC) Associated with Port - Conversion Charge Based on a System													
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, & Up to 24 DS0 Ports with Feature Activations.													
Multiple of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.													
UEPMG USACA 0.00 150.48 8.36													
NRC-Convention (Currently Combined) with or w/o SST Allowed Changes													
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists &													
After (Not Currently Combined) In all states, except in Density Zone 1 of Top 3 MSAs													
1 DS1/D4 Channel Bank-Add'l Add NRC for each Port & Assoc Fee													
Activation													
Blender & Zero Substitution													
Clear Channel Capability Format, superframe-Subport Activity Only													
Clear Channel Capability Format-Extended Superframe-Subport Activity													
Only													
Alternate Mark Inversion (AMI)													
Superframe Format													
Extended Superframe Format													
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port													
Exchange Ports													
Line Side Combination Channelized PBX Trunk Port-Business													
Line Side Outward Channelized PBX Trunk Port-Business													
Line Side Inward Only Channelized PBX Trunk Port w/o DID													
2W Trunk Side Unbundled Channelized DID Trunk Port													
2W Channelized PBX Area Calling Service Combination Port (AL Only)													
2W Channelized PBX Area Calling Service Outgoing Only Port (AO Only)													
Features Activations - Unbundled Loop Concentration													
(Feature (Service) Activation for each Line Side Port Terminated in D4 Bank													
Features (Service) Activation for each Trunk Side Port Terminated in D4													
Telephone Number Group Establishment Charges for DID Services													
DID Trunk Termination (1 per Port)													
DID Numbers-groups of 20-Variety at States													
Non-Consecutive DID Numbers-per number													
Reserve Non-Consecutive DID Numbers													
Reserve DID Numbers													
Local Number Portability													
Local Number Portability-1 per port													
FEATURES - Vertical & Optional													
Local Switching Features Offered with Line Side Ports Only													
All Features Available													
UNE Loop Rates													
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES													
1. Cost Based Rates are applied where Bundled is required by FCC. For Commission rules 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 Stp-Area Unbundled Port section of this Rate Exhibit.													

UNBUNDLED NETWORK ELEMENTS - Alabama																		
CATEGORY	RATE ELEMENTS	Inte rim ●	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B					
					Rec	Nonrecurring		NRC Discon		SOME	OSS Rates(\$)		SOME	Incremental Charge - Manual Svc Order vs. Electronic-1st		SOME	Incremental Charge - Manual Svc Order vs. Electronic-1st	
						First	Add'l	First	Add'l		First	Add'l		1st	Add'l		1st	Add'l
	3. End Office & Tandem Switching Usage & 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.																	
	4. For AL, the recurring UNE Port & Loop charges listed apply to currently combined & not currently combined combos. The first & additional Port NRC charges apply to not currently combined combos for all states. In AL, these NRC charges are combination ordered cost based rates. For currently combined combos in all other states, the NRC charges shall be those identified in the NRC - Currently Combined sections.																	
	5. Market Rates for Unbundled Centrix Port/loop combination will be negotiated on an individual case basis, until further notice.																	
	UNE-P CENTRIX - 1AESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrix) Combo																	
	UNE Port/loop combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	1	UEP91			12.70												
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	2	UEP91			21.19												
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	3	UEP91			34.80												
	UNE Port/loop combination Rates (Design)																	
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	1	UEP91			15.53												
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	2	UEP91			24.00												
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	3	UEP91			37.29												
	UNE Loop Rates																	
	2W VG Loop (SL 1)-Zone 1	1	UEP91			11.55												
	2W VG Loop (SL 1)-Zone 2	2	UEP91			20.04												
	2W VG Loop (SL 1)-Zone 3	3	UEP91			33.65												
	2W VG Loop (SL 2)-Zone 1	1	UEP91			22.85												
	2W VG Loop (SL 2)-Zone 2	2	UEP91			36.14												
	2W VG Loop (SL 2)-Zone 3	3	UEP91															
	UNE Ports																	
	AI States (Except NC & SC)																	
	2W VG Port (Centrix) Basic Local Area		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) 800 termination Basic Local Area		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) with Caller ID Basic Local Area		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) from off SWC2 Basic Local Area		UEP91			1.15		90.38	57.27	48.66	8.77							
	2W VG Port, Dfl SWC-800 Service Term-Basic Local Area		UEP91			1.15		90.38	57.27	48.66	8.77							
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port Terminated on 800 Service Term-Basic Local Area		UEP91			1.15		19.83	24.91	6.63								
	AL, KY, LA, MS, & TN Only																	
	2W VG Port (Centrix)		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) 800 termination		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) with Caller ID1		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port (Centrix) from off SWC2		UEP91			1.15		90.38	57.27	48.66	8.77							
	2W VG Port, Dfl SWC-800 Service Term		UEP91			1.15		90.38	57.27	48.66	8.77							
	2W VG Port terminated in on Megalink or equivalent		UEP91			1.15		19.83	24.91	6.63								
	2W VG Port Terminated on 800 Service Term		UEP91			1.15		19.83	24.91	6.63								
	Local Switching																	
	Centrix Intercom Functionality, per port		UEP91			0.5488												
	Local Number Portability																	
	Local Number Portability (1 per port)		UEP91			0.35												
	Features																	
	All standard Features Offered, per port		UEP91			1.98												
	All Select Features Offered, per port		UEP91			405.52												
	All Centrix Control Features Offered, per port		UEP91			1.98												
	NAIS																	
	Unbundled Network Access Register-Combination		UEP91			0.00		0.00										
	Unbundled Network Access Register-Initial		UEP91			0.00		0.00										
	Unbundled Network Access Register-Initial		UEP91			0.00		0.00										
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terminations, each		UEP91			8.05		119.31	18.74	59.90	3.76							
	Interoffice Channel Facilities Termination-VG		UEP91			21.13		40.54	27.41	16.74	6.90							
	Interoffice Channel Facilities Termination-VG		UEP91			0.008638												
	Feature Activations (DS0) Centrix Loops on Channelized DS1 Service																	
	D4 Channel Bank Features Activations																	
	Feature Activation on D-4 Channel Bank Centrix Loop Slot		UEP91			0.56												
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot		UEP91			0.56												

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Initia l	Zone e	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitted Manualy per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						Nonrecurring		MRC Diacon				OSS Rates(\$)		SOMAN		
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	8.05	119.31	18.74	59.90	3.76					15.66	
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	MIHDI	60.09	202.02	95.69	72.59	2.46					15.66	
	DS0 Channels Activated, each			UEP95	MIHDO	0.00	14.46								15.66	
	Interoffice Channel Message - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	MGBC	21.13	40.54	27.41	16.74	6.90					15.66	
	Interoffice Channel message, per mile or fraction of mile			UEP95	MGBMA	0.006638										
	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	0.56										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP95	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP95	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Line Loop Slot			UEP95	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank Trunk Loop Slot			UEP95	1PQWA	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot															
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-A-As with allowed charges,															
	per port			UEP95	USAC2		0.10	0.10							15.66	
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.75	16.58							15.66	
	Centrex standard Common Block			UEP95	MIACS	0.00	667.21								15.66	
	New Centrex Customized Common Block			UEP95	MIACC	0.00	667.21								15.66	
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73								15.66	
	UNE-P CENTREX - DS1/DS0 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP90		12.70										
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		2	UEP90		21.19										
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		3	UEP90		34.80										
	UNE Port/Loop Combination Rates (Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP90		15.53										
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		2	UEP90		24.00										
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		3	UEP90		37.29										
	UNE Loop Rate															
	2W VG Loop (SL 1)-Zone 1		1	UEP90	UECS1	11.55										
	2W VG Loop (SL 1)-Zone 2		2	UEP90	UECS1	20.04										
	2W VG Loop (SL 1)-Zone 3		3	UEP90	UECS1	33.65										
	2W VG Loop (SL 2)-Zone 1		1	UEP90	UECS2	14.38										
	2W VG Loop (SL 2)-Zone 2		2	UEP90	UECS2	22.85										
	2W VG Loop (SL 2)-Zone 3		3	UEP90	UECS2	36.14										
	UNE Port Rate															
	2W VG Port (Centrex) Basic Local Area			UEP90	UEPYA	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex 800 termination)Basic Local Area			UEP90	UEPYB	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-PSET)Basic Local Area			UEP90	UEPYC	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5009)Basic Local Area			UEP90	UEPYD	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5208)Basic Local Area			UEP90	UEPYE	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5112)Basic Local Area			UEP90	UEPYF	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5112)Basic Local Area			UEP90	UEPYG	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5112)Basic Local Area			UEP90	UEPYH	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5008)Basic Local Area			UEP90	UEPYI	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5208)Basic Local Area			UEP90	UEPYJ	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5219)Basic Local Area			UEP90	UEPYK	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/EBS-M5316)Basic Local Area			UEP90	UEPYL	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex with Caller ID) Basic Local Area			UEP90	UEPYM	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/Caller ID)Mag Wtg Lamp Indication)Basic Local Area			UEP90	UEPYW	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex/Msg Wtg Lamp Indication)Basic Local Area			UEP90	UEPYJ	1.15	40.19	19.83	24.91	6.63					15.66	
	2W VG Port (Centrex from diff SWC) 2 Basic Local Area			UEP90	UEPYM	1.15	90.38	57.27	48.66	8.77					15.66	

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Info	Zon	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		NRC Discon		SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First						Add'l
	2W VG Port (Centrex/differ SWC/EBS-PSET2, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M50092, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-S20092, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M51122, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M53122, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M50092, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M52092, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M52162, 3 Basic Local Area			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port, DMI SWC-800 Service Term			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on Megalink or equivalent Basic Local Area			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated on 800 Service Term Basic Local Area			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	AL, KY, LA, MS, SC, & TN Only														
	2W VG Port (Centrex)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex 800 termination)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-PSET3)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M50093)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M52093)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M51123)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M53123)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M50093)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M52093)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M52163)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/EBS-M53163)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex with Caller ID)			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/Caller ID/Mag Whg Lamp Indication)3			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrex/Mag Whg Lamp Indication)3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex from diff SWC) 2			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-PSET2, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M50092, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-S20092, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M51122, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M50092, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M52092, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M52162, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrex/differ SWC/EBS-M53162, 3			UEP90	UEPYO	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port, DMI SWC-800 Service Term			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on Megalink or equivalent			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated on 800 Service Term			UEP90	UEPYO	1.15	40.19	19.83	24.91	6.63	15.66				
	Local Switching			UEP90	UEP90	0.5488									
	Centrex Intercom Functionality, per port			UEP90	UEP90	0.35									
	Local Number Portability			UEP90	UEP90	1.98									
	Local Number Portability (1 per port)			UEP90	UEP90	1.98									
	Features			UEP90	UEP90	0.00	405.52								
	All standard Features Offered, per port			UEP90	UEP90	0.00									
	All Select Features Offered, per port			UEP90	UEP90	0.00									
	All Centrex Control Features Offered, per port			UEP90	UEP90	0.00									
	NAIS			UEP90	UEP90	0.00									
	Unbundled Network Access Register-Combination			UEP90	UEP90	0.00									
	Unbundled Network Access Register-Inward			UEP90	UEP90	0.00									
	Unbundled Network Access Register-Outward			UEP90	UEP90	0.00									
	Miscellaneous Terminations														
	2-Wire Trunk Side			UEP90	UEP90	8.05	119.31	18.74	59.90	3.76	15.66				
	Trunk Side Terminations, each														
	4-Wire Digital (1.544 Megabits)			UEP90	UEP90	60.09	202.02	95.69	72.59	2.46	15.66				
	DS1 Circuit Terminations, each			UEP90	UEP90	0.00	14.48				15.66				
	DS0 Channels Activated per Channel														
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP90	UEP90	21.13	40.54	27.41	16.74	6.90	15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Initial Rate	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
					Rec	Nonrecurring Add'l	NRC Discon First	Add'l		SOMAN	SOMAN	SOMAN	SOMAN	
	Interoffice Channel mileage, per mile or fraction of mile		UEP9D	MIGBM	0.008838									
	Feature Activation (DS9) Centrix Loops on Channelized DLI Service													
	Feature Activation on D-4 Channel Bank Centrix Loop Slot		UEP9D	1PQWS	0.56									
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot		UEP9D	1PQW6	0.56									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP9D	1PQW7	0.56									
	Feature Activation on D-4 Channel Bank Centrix Loop Slot-Different WC		UEP9D	1PQWP	0.56									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP9D	1PQWV	0.56									
	Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot		UEP9D	1PQWQ	0.56									
	Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP9D	1PQWA	0.56									
	Non-Recurring Charge (NRC) Associated with UNE-P Centrix													
	NRC Conversion Currently Combined Switch-A-to with allowed charges, per port		UEP9D	USAC2		0.10	0.10			15.66				
	Convention of existing Centrix Common Block, each		UEP9D	USACN		37.75	16.58			15.66				
	New Centrix standard Common Block		UEP9D	MIACS	0.00	667.21				15.66				
	New Centrix Customized Common Block		UEP9D	MIACC	0.00	667.21				15.66				
	NAR Establishment Charge, Per Occasion		UEP9D	URECA	0.00	72.73				15.66				
	UNE-P CENTRIS - EWSD (Valid In AL, FL, KY, LA, MS & TN)													
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrix) Combo													
	UNE Port Loop Combination Rates (Non-Design)													
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	1	UEP9E		12.70									
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	2	UEP9E		21.19									
	2W VG Loop/2W VG Port (Centrix) Port Combo-Non-Design	3	UEP9E		34.80									
	UNE Port Loop Combination Rates (Design)													
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	1	UEP9E		15.53									
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	2	UEP9E		24.00									
	2W VG Loop/2W VG Port (Centrix) Port Combo-Design	3	UEP9E		37.29									
	UNE Loop Rate													
	2W VG Loop (SL 1)-Zone 1	1	UEP9E	UECS1	11.55									
	2W VG Loop (SL 1)-Zone 2	2	UEP9E	UECS1	20.04									
	2W VG Loop (SL 1)-Zone 3	3	UEP9E	UECS1	33.65									
	2W VG Loop (SL 2)-Zone 1	1	UEP9E	UECS2	14.36									
	2W VG Loop (SL 2)-Zone 2	2	UEP9E	UECS2	22.85									
	2W VG Loop (SL 2)-Zone 3	3	UEP9E	UECS2	36.14									
	UNE Port Rate													
	AL, FL, KY, LA, MS, & TN only													
	2W VG Port (Centrix) Basic Local Area		UEP9E	UEPVA	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrix) 800 Termination/Basic Local Area		UEP9E	UEPVB	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrix with Caller ID)/Basic Local Area		UEP9E	UEPVH	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrix from diff SWC2) Basic Local Area		UEP9E	UEPYM	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrix from diff SWC2) Basic Local Area		UEP9E	UEPYZ	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area		UEP9E	UEPYB	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area		UEP9E	UEPY2	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on 800 Service Term-Basic Local Area		UEP9E	UEPOA	1.15	40.19	19.83	24.91	6.63	15.66				
	AL, KY, LA, MS, & TN Only													
	2W VG Port (Centrix)		UEP9E	UEPOB	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrix 800 Termination)		UEP9E	UEPOH	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port (Centrix with Caller ID)		UEP9E	UEPOM	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port (Centrix from diff SWC2)		UEP9E	UEPOZ	1.15	90.38	57.27	48.66	8.77	15.66				
	2W VG Port, Diff SWC-800 Service Term		UEP9E	UEPO9	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on Megalink or equivalent		UEP9E	UEPO2	1.15	40.19	19.83	24.91	6.63	15.66				
	2W VG Port terminated in on 800 Service Term		UEP9E	URECS	0.5488									
	Local Switching													
	Centrix Intercom Functionality, per port		UEP9E	LNPC	0.36									
	Local Number Portability													
	Local Number Portability (1 per port)		UEP9E	UEPVF	1.98									
	Features													
	All standard Features Offered, per port		UEP9E	UEPVS	0.00	405.52								
	All Select Features Offered, per port		UEP9E	UEPVC	1.98									
	All Centrix Control Features Offered, per port		UEP9E											

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submit d Elec Manually per LSR	Svc Order Submit d Elec Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disc Add'l			SOME	SOMAN	SOME	SOMAN	
The "Zone" shown in the sections for all-alone loops or loops as part of a combination refers to Geographically Deaveraged UME Zones. To view Geographically Deaveraged UME Zones, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_client/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 Commission. 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 SOME rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BRL-LO) to determine if a product can be ordered electronically.															
NOTE: (3) Any element that cannot be ordered electronically at present per the BRL-LO, the listed SOME 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 CLEC's bill when it submits an LSR to BellSouth.															
For those elements that cannot be ordered electronically at present per the BRL-LO, the listed SOME 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 CLEC's bill when it submits an LSR to BellSouth.															
Electronic OSS Charge, per LSR, submitted via 866Ta OSS Interactive															
Interfaces (Regional)															
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No. 1 Tariff, Section 5 as applicable.															
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day															
ALL UNE															
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
2W Analog VG Loop-SL1-Zone 1															
2W Analog VG Loop-SL1-Zone 2															
2W Analog VG Loop-SL1-Zone 3															
Loop Testing-Basic 1st Half Hour															
Loop Testing-Basic 2nd Half Hour															
CLEC to CLEC Conversion Charge w/o Outside Dispatch (UWL-SL1)															
Engineering Information Document (EID)															
Manual Order Coordination for UWL-SL1s (per loop)															
Order Coordination for Specified Conversion Time for UWL-SL1 (per LSR)															
2-WIRE UNBUNDLED COPPER LOOP															
2W Unbundled Copper Loop-Non-Designed Zone 1															
2W Unbundled Copper Loop-Non-Designed Zone 2															
2W Unbundled Copper Loop-Non-Designed Zone 3															
Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)															
Engineering Information Document															
Loop Testing-Basic 1st Half Hour															
Loop Testing-Basic 2nd Half Hour															
CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)															
UNBUNDLED EXCHANGE ACCESS LOOP															
3-WIRE ANALOG VOICE GRADE LOOP															
3W Analog VG Loop-SL1-Line Splitting-Zone 1															
3W Analog VG Loop-SL1-Line Splitting-Zone 2															
3W Analog VG Loop-SL1-Line Splitting-Zone 3															
Order Coordination for Specified Conversion Time (per LSR)															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3															
Order Coordination for Specified Conversion Time (per LSR)															
CLEC to CLEC Conversion Charge w/o outside dispatch															
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1															
2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2															
2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3															
Order Coordination for Specified Conversion Time (per LSR)															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2															
2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3															
Order Coordination for Specified Conversion Time (per LSR)															
CLEC to CLEC Conversion Charge w/o outside dispatch															
UNBUNDLED EXCHANGE ACCESS LOOP															
4-WIRE ANALOG VOICE GRADE LOOP															
4W Analog VG Loop-Zone 1															
4W Analog VG Loop-Zone 2															
4W Analog VG Loop-Zone 3															
Order Coordination for Specified Conversion Time (per LSR)															
CLEC to CLEC Conversion Charge w/o outside dispatch															
2-WIRE ISDN DIGITAL GRADE LOOP															
2W ISDN Digital Grade Loop-Zone 1															

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Inter 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- Disc Add'l	
					Nonrecurring						OSS Rates(\$)			
					Rec	First	Add'l	Nonrecurring Disc Add'l			SOMAN	SOMAN		SOMAN
	2W 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	
	2W ISDN Digital Grade Loop-Zone 3	3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16		20.35	10.54	13.32	
	Order Coordination For Specified Conversion Time (per LSR)		UDN	OCOSL		34.29								
	CLEC to CLEC Conversion Charge w/o outside dispatch		UDN	UREWO		91.77	44.22				20.35	10.54	13.32	
	2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP													
	2W 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	
	2W 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	
	2W 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	
	Order Coordination for Specified Conversion Time (per LSR)		UDC	UREWO		91.77	44.22				20.35	10.54	13.32	
	CLEC to CLEC Conversion Charge w/o outside dispatch													
	2-WIRE ASYMMETRIC DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP													
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 1	1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 2	2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	2W Unbundled ADSL Loop including main svc inq & facility reservation-Zone 3	3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		34.29								
	2W Unbundled ADSL Loop w/o main svc inq & facility reservation-Zone 1	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	2W Unbundled ADSL Loop w/o main svc inq & facility reservation-Zone 2	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	2W Unbundled ADSL Loop w/o main svc inq & facility reservation-Zone 3	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		34.29								
	CLEC to CLEC Conversion Charge w/o outside dispatch		UAL	UREWO		31.99	20.02				20.35	10.54	13.32	
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP													
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 1	1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 2	2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	2W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 3	3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29								
	2W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 1	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	2W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 2	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	2W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 3	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29								
	CLEC to CLEC Conversion Charge w/o outside dispatch		UHL	UREWO		31.99	20.02				20.35	10.54	13.32	
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP													
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 1	1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14		20.35	10.54	13.32	
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 2	2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14		20.35	10.54	13.32	
	4W Unbundled HDSL Loop including main svc inq & facility reservation-Zone 3	3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29								
	4W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 1	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	4W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 2	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	4W Unbundled HDSL Loop w/o main svc inq & facility reservation-Zone 3	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29								
	CLEC to CLEC Conversion Charge w/o outside dispatch		UHL	UREWO		31.99	20.02				20.35	10.54	13.32	
	4-WIRE DS1 DIGITAL LOOP													
	4W DS1 Digital Loop-Zone 1	1	USL	USL1X	57.73	313.08	219.72	96.86	40.45		18.98	8.43	11.95	
	4W DS1 Digital Loop-Zone 2	2	USL	USL1X	75.40	313.08	219.72	96.86	40.45		18.98	8.43	11.95	
	4W DS1 Digital Loop-Zone 3	3	USL	USL1X	98.59	313.08	219.72	96.86	40.45		18.98	8.43	11.95	
	Order Coordination for Specified Conversion Time (per LSR)		USL	OCOSL		34.59								
	CLEC to CLEC Conversion Charge w/o outside dispatch		USL	UREWO		130.47	40.11				20.35	10.54	13.32	
	4-WIRE T1 DIGITAL LOOP													
	4W T1 Digital Loop-Zone 1	1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W T1 Digital Loop-Zone 2	2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W T1 Digital Loop-Zone 3	3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W Unbundled Digital Loop 19.2 Kbps	1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W Unbundled Digital Loop 19.2 Kbps	2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W Unbundled Digital Loop 19.2 Kbps	3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		34.29								
	4W Unbundled Digital Loop 56 Kbps-Zone 1	1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W Unbundled Digital Loop 56 Kbps-Zone 2	2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	4W Unbundled Digital Loop 56 Kbps-Zone 3	3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18		20.35	10.54	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		34.29								
	CLEC to CLEC Conversion Charge w/o outside dispatch		UDL	UREWO		102.28	49.82				20.35	10.54	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2				Exhibit: 8		
					Rec	Nonrecurring		Nonrecurring Disc			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l			
						First	Add'l	First							Add'l	SOMAN	SOMAN
SUB-LOOPS	Sub-Loop Distribution																
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up																
	Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up																
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up																
	Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up																
	Sub-Loop Distribution Per 2W Analog VG Loop-Stateline																
	Sub-Loop Distribution Per 2W Analog VG Loop-Stateline																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 1																
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 2																
	Sub-Loop Distribution Per 4W Analog VG Loop-Zone 3																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	Sub-Loop 2W Intrabuilding Network Cable (INIC)																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	Sub-Loop 4W Intrabuilding Network Cable (INIC)																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	2W Copper Unbundled Sub-Loop Distribution-Zone 1																
	2W Copper Unbundled Sub-Loop Distribution-Zone 2																
	2W Copper Unbundled Sub-Loop Distribution-Zone 3																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	4W Copper Unbundled Sub-Loop Distribution-Zone 1																
	4W Copper Unbundled Sub-Loop Distribution-Zone 2																
	4W Copper Unbundled Sub-Loop Distribution-Zone 3																
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair																
	Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification-2W Copper Dist Load Coil/Equip Removal per 2W BT																
	Unbundled Sub-Loop Modification-4W Copper Dist Load Coil/Equip Removal per 4W BT																
	Unbundled Sub-Loop Modification-2W/4W Copper Dist Bridged Tap Removal, per BT Unloaded																
	Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair																
	Network Interface Device (NID)																
	Network Interface Device (NID)-1-2 lines																
	Network Interface Device (NID)-1-6 lines																
	Network Interface Device Connect-2 W																
	Network Interface Device Cross Connect-4W																
SUB-LOOPS	Sub-Loop Feeder																
	USL Feeder, DS0 Set-up per Cross Box location-CLEC Distribution Facility set-up																
	USL Feeder-DS0 Set-up per Cross Box location-per 25 pair set-up																
	USL Feeder DS1 Set-up at DSX location, per DS1 termination																
	Unbundled Sub-Loop Feeder Loop, 2W Ground-Start, VG-Stateline																
	Unbundled Sub-Loop Feeder Loop, 2W Ground-Start, VG-Stateline																
	Order Coordination for Specified Conversion Time, per LSR																
	Unbundled Sub-Loop Feeder Loop, 2W Loop-Start, VG-Stateline																
	Order Coordination for Specified Conversion Time, per LSR																
	Unbundled Sub-Loop Feeder Loop, 2W Rev Bar, VG Loop-Stateline																
	Order Coordination for Specified Conversion Time, per LSR																
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG-Zone 1																
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG-Zone 2																
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG-Zone 3																
	Order Coordination for Specified Conversion Time, per LSR																
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG-Zone 1																
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG-Zone 2																
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG-Zone 3																
	Order Coordination for Specified Conversion Time, per LSR																
	Unbundled Sub-Loop Feeder Loop, 2W ISDN BRI-Zone 1																
	Unbundled Sub-Loop Feeder Loop, 2W ISDN BRI-Zone 2																

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
					Nonrecurring						OSS Rates(\$)					
					Rec	First	Add'l	Nonrecurring Disc Add'l	SOMECD	SOMAN	SOMECD	SOMAN	SOMECD	SOMAN	SOMECD	SOMAN
	Unbundled Loop Concentration-Digital 56 Kbps Data Loop Interface		UDL	ULOC5	11.03	8.69	8.65	9.71	9.65		20.35	10.54	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration-Digital 64 Kbps Data Loop Interface		UDL	ULOC6	11.03	8.69	8.65	9.71	9.65		20.35	10.54	20.35	10.54	13.32	13.32
UNE OTHER	PROVISIONING ONLY - NO RATE															
	NID-Dispatch & Service Order for NID Installation		UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Id Establishment, Provisioning Only-No Rate		UENTW	UENCE	0.00	0.00										
	Unbundled Contract Name, Provisioning Only-No Rate		W	UNECN	0.00	0.00										
UNE OTHER	PROVISIONING ONLY - NO RATE															
	Unbundled Contact Name, Provisioning Only-no rate		UAL, UCL, UDC, UDL, UD	UNECH	0.00	0.00										
	Unbundled Sub-Loop Feeder-2W Cross Box Jumper-no rate		UEA, UDL, UCL, UDC	UNBFO	0.00	0.00										
	Unbundled Sub-Loop Feeder-4W Cross Box Jumper-no rate		UEA, UDL, UCL, UDC	UNBFR	0.00	0.00										
	Unbundled DS1 Loop-Superframe Format Option-no rate		USL	COOSF	0.00	0.00										
	Unbundled DS1 Loop-Superframe Format option-no rate		USL	COOSF	0.00	0.00										
HIGH CAPACITY	UNBUNDLED LOCAL LOOP															
	High Capacity Unbundled Local Loop-DS3-Per Mile per mo		UE3	1LSND	9.19	595.37	304.50	234.83	170.16		36.84	36.84	36.84	36.84	19.01	19.01
	High Capacity Unbundled Local Loop-DS3-Facility Termination per mo		UE3	UE3PX	374.24											
	High Capacity Unbundled Local Loop-STS-1-Per Mile per mo		UDLSX	1LSND	9.19	595.37	304.50	215.82	151.15		36.84	36.84	36.84	36.84	19.01	19.01
	High Capacity Unbundled Local Loop-STS-1-Facility Termination per mo		UDLSX	UDLS1	388.35											
Note (1): Rates provided in TN for both electronic & manual Loop Makeup are interim & subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the TRA.																
LOOP MAKE-UP																
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)		UAK	UAKLW		0.76	0.76									
	Loop Makeup-Preordering w/ Reservation, per spare facility queried (Manual)		UAK	UAKLP		0.76	0.76									
	Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)		UAK	PSUMK		0.76	0.76									
HIGH FREQUENCY SPECTRUM																
LINE SHARING																
SPPLITTING-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	20.35	10.54	13.32	13.32
	Line Sharing Splitter, per System 24 Line Capacity		ULS	ULSD8	25.00	150.00	0.00	0.00	0.00		20.35	10.54	20.35	10.54	13.32	13.32
	Line Sharing-DLEC Owned Splitter in CO-FA activation-deactivation (per Line Sharing)		ULS	ULSDG		163.06	0.00	92.71	0.00		20.35	10.54	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	20.35	10.54	13.32	13.32
	Line Sharing per Subsequent Activity (BST owned Splitter)		ULS	ULSDS		30.00	15.00				20.35	10.54	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	20.35	10.54	13.32	13.32
	Line Sharing per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)		ULS	ULSDC	0.61	47.44	19.31	0.00	0.00		20.35	10.54	20.35	10.54	13.32	13.32
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting per line activation DLEC owned splitter		UEPSR, UEPSB	UREOS	0.61	48.96	21.39	35.06	10.79		20.35	10.54	20.35	10.54	13.32	13.32
	Line Splitting per line activation BST owned-physical		UEPSR, UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79		20.35	10.54	20.35	10.54	13.32	13.32
	Line Splitting per line activation BST owned-virtual		UEPSR, UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79		20.35	10.54	20.35	10.54	13.32	13.32
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPPLITTING-REMOTE SITE																
	Remote Site Line Share BST Owned Splitter, 24 Port		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00		20.35	10.54	20.35	10.54	13.32	13.32
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS & Deactivation		ULS	ULSTG		74.38	0.00	46.77	0.00		20.35	10.54	20.35	10.54	13.32	13.32
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																
	Remote Site Line Share Line Activation/End User Served at RS, BST		ULS	ULSRC	0.61	40.00	31.39	35.06	10.79		20.35	10.54	20.35	10.54	13.32	13.32
	RS Line Share Line Activation for End User served at RS, CLEC Splitter		ULS	ULSTC	0.61	40.00	31.39	35.06	10.79		20.35	10.54	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-2W VG-Per Mile per mo		UITVX	1LSXX	0.0064											
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination		UITVX	UITV2	18.58	55.39	17.37	27.96	3.51		20.35	21.09	20.35	21.09	9.80	10.54
	Interoffice Channel-Dedicated Transport-2W VG Rev Bar-Per Mile per mo		UITVX	1LSXX	0.0064											
	Interoffice Channel-Dedicated Transport-2W VG Rev Bar-Facility Termination		UITVX	UITR2	18.58	55.39	17.37	27.96	3.51		20.35	21.09	20.35	21.09	9.80	10.54
	Interoffice Channel-Dedicated Transport-4W VG-Per Mile per mo		UITVX	1LSXX	0.0064											
	Interoffice Channel-Dedicated Transport-4W VG-Facility Termination		UITVX	UITV4	24.08	37.87	26.02	30.78	13.07		15.08	15.08	15.08	15.08	8.66	8.66
	Interoffice Channel-Dedicated Transport-56 kbps per mile per mo		UITDX	1LSXX	0.0174											

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UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interline	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st			Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st			
					Rec	Nonrecurring		Nonrecurring Disc			SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
						First	Add'l	First									Add'l
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination		U1TDX		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 mo		U1TDX		0.0174												
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination		U1TDX		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 mo		U1TDX		0.3562												
	Interoffice Channel-Dedicated Transport-DS1-Facility Termination		U1TDX		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 mo		U1TDX		2.34												
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo		U1TDX		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 mo		U1TDX		2.34												
	Interoffice Channel-Dedicated Transport-STS-1-Facility Termination		U1TDX		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-2W VG-Zone 1	1	ULDX	ULDX	17.18	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-2W VG-Zone 2	2	ULDX	ULDX	22.44	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-2W VG-Zone 3	3	ULDX	ULDX	28.34	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-2W VG Rev. Bat. Zone 1	1	ULDX	ULDX	17.18	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-2W VG Rev. Bat. Zone 2	2	ULDX	ULDX	22.44	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-2W VG Rev. Bat. Zone 3	3	ULDX	ULDX	28.34	199.33	24.16	54.81	4.80								
	Local Channel-Dedicated-4W VG-Zone 1	1	ULDX	ULDX	18.18	201.53	24.83	55.52	5.51								
	Local Channel-Dedicated-4W VG-Zone 2	2	ULDX	ULDX	23.74	201.53	24.83	55.52	5.51								
	Local Channel-Dedicated-4W VG-Zone 3	3	ULDX	ULDX	31.05	201.53	24.83	55.52	5.51								
	Local Channel-Dedicated-4W VG-Zone 1	1	ULDX	ULDX	36.24	277.35	233.26	33.18	22.30								
	Local Channel-Dedicated-4W VG-Zone 2	2	ULDX	ULDX	47.33	277.35	233.26	33.18	22.30								
	Local Channel-Dedicated-4W VG-Zone 3	3	ULDX	ULDX	61.69	277.35	233.26	33.18	22.30								
	Local Channel-Dedicated-DS1-Zone 1	1	ULDX	ULDX	7.15												
	Local Channel-Dedicated-DS1-Zone 2	2	ULDX	ULDX	611.30	595.37	304.50	215.82	151.15		36.84	36.84	19.01	19.01			
	Local Channel-Dedicated-DS1-Zone 3	3	ULDX	ULDX	7.15												
	Local Channel-Dedicated-DS3-Per Mile per mo		ULDS1		599.59	588.07	297.20	215.82	151.15		20.35	21.09	9.80	10.54			
	Local Channel-Dedicated-STS-1-Per Mile per mo		ULDS1														
	Local Channel-Dedicated-STS-1-Facility Termination		ULDS1														
	DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo		UDF		58.83												
	Local Channel		UDF			1,121.00	153.19	580.26	357.17		20.35	21.09	9.80	10.54			
	NRG Dark Fiber-Local Channel		UDF														
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo		UDF		28.74												
	Interoffice Channel		UDF			1,121.00	153.19	580.26	357.17		20.35	21.09	9.80	10.54			
	NRG Dark Fiber-Interoffice Channel		UDF														
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per mo		UDF		58.83												
	Local Loop		UDF			1,121.00	153.19	580.26	357.17		20.35	21.09	9.80	10.54			
	NRG Dark Fiber-Local Loop		UDF														
	BXX ACCESS TEN DIGIT SCREENING																
	BXX Access Ten Digit Screening, Per Call		OHD		0.0005192												
	BXX Access Ten Digit Screening, Reservation Charge Per BXX No Reserved		OHD			5.21	0.76										
	BXX Access Ten Digit Screening, Per BXX No Established W/O POTS		OHD			11.47	1.46	7.34	0.7602								
	Translations																
	BXX Access Ten Digit Screening, Per BXX No Established W POTS		OHD			11.47	1.46	7.34	0.7602								
	Translations																
	BXX Access Ten Digit Screening, Customized Area of Service Per BXX No		OHD			5.23	3.00										
	BXX Access Ten Digit Screening, Multiple InterLATA CRR Routing Per CRR		OHD			5.97	0.76										
	Requested Per BXX No.		OHD			4.47											
	BXX Access Ten Digit Screening, Change Charge Per Request		OHD														
	BXX Access Ten Digit Screening, Call Hiding & Destination Features		OHD														
	LINE INFORMATION DATA BASE ACCESS (LDB)																
	LDB Common Transport Per Query		OQT		0.0000354												
	LDB Validation Per Query		OQU		0.0117403												
	LDB Originating Point Code Establishment or Change		OQT/OQU		49.03												
	SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port		UDB		136.41												
	CCS7 Signaling Usage, Per TCAP Message		UDB		0.0000916												
	CCS7 Signaling Connection, Per link (A link)		UDB		17.84												
	CCS7 Signaling Connection, Per link (B link) (also known as D link)		UDB		17.84												
	CCS7 Signaling Usage, Per ISUP Message		UDB		0.0000373												
	CCS7 Signaling Usage Surrogate, per link per LATA		UDB		352.30												

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Nonrecurring		Nonrecurring Disc				OSS Rates(\$)						
					Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	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		OOV		0.0010541												
	CNAM for Non-DB Owners, Per Query		OOV		0.0010541												
	CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)		OOV	CDDCH		595.00	595.00					20.35	20.35	13.28	13.28		
	OPERATOR CALL PROCESSING																
INWARD OPERATOR SERVICES	Inward Operator Services-Verification, Per min				1.03												
	Inward Operator Services-Verification & Emergency Interrupt-Per min				1.03												
	BRANDING - OPERATOR CALL PROCESSING																
	Facility Based CLEC					1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99	19.99		
UNEP CLEC	Recording of Custom Branded OA Announcement			CBAOS		240.71	240.71					19.99	19.99				
	Loading of Custom Branded OA Announcement per shell/NAV per OCN			CBAOL		1,555.00	1,555.00					19.99	19.99	19.99	19.99		
	Recording of Custom Branded OA Announcement					240.71	240.71					19.99	19.99				
	Loading of Custom Branded OA Announcement per shell/NAV per OCN					1,200.00	1,200.00					19.99	19.99				
UNEP CLEC	Unbranding via OLNB for UNEP CLEC																
	Loading of OA per OCN (Regional)																
	DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE				0.2286787												
UNEP CLEC	Directory Assistance Access Service Calls, Charge Per Call				0.0364771												
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
	Directory Assistance Call Completion Access Service (DACC), Per Call																
	NUMBER SERVICES INTERCEPT ACCESS SERVICE				0.017793												
UNEP CLEC	Number Services Intercept Per Query				40.99	277.35	233.26	33.18	22.30			20.35	10.54	13.32	1.40	1.40	
	DIRECTORY TRANSPORT (DT)				0.3562												
	DT-Local Channel DS1				77.86	112.40	76.27	19.55	14.99			20.35	10.54	13.32	1.40	1.40	
	DT-DS1 Level Interface per mile				0.000271												
UNEP CLEC	DT-DS1 Level Interface per Facility Termination				0.0000165												
	SWA Common Transport per DA Access Service Per Call				0.0001875												
	SWA Common Transport per DA Access Service Per Call Mile				0.00												
	Access Tandem Switching Per DA Access Service Per Call					204.62	4.43	136.09	4.43			20.35	10.54	13.32	1.40	1.40	
UNEP CLEC	DT-Directory Assistance Interconnection Per DA Service Call					45.68	1.76	21.75	1.76								
	DT-Installation NRC, Per Trunk or Signaling Connection				20.35	21.09	9.90	10.54									
	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic																
	DT Interface DS1-Incremental Cost-Manual Svc Order vs Electronic																
UNEP CLEC	DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)				0.0485												
	Directory Assistance Data Base Service Charge Per Listing			DBSOF	104.13												
	Directory Assistance Data Base Service, per mo																
UNEP CLEC	BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC					1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32	1.40	1.40	
	Recording & Provisioning of DA Custom Branded Announcement		AMT	CBADA		240.71	240.71					20.35	10.54				
	Loading of Custom Branded Announcement per DRAM Card/Switch		AMT	CBADC								20.35	10.54				
UNEP CLEC	UNEP CLEC					1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32	1.40	1.40	
	Recording of DA Custom Branded Announcement																
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					240.71	240.71					20.35	10.54				
	Unbranding via OLNB for UNEP CLEC					420.00	420.00					20.35	10.54				
UNEP CLEC	Unbranding via OLNB for UNEP CLEC					16.00	16.00					20.35	10.54				
	Loading of DA per OCN (1 OCN per Order)																
	Loading of DA per Switch per OCN																
	SELECTIVE ROUTING					179.60	179.60					20.35	20.35				
UNEP CLEC	Selective Routing Per Unique Line Class Code Per Request Per Switch			USRCR													

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
CATEGORY	RATE ELEMENTS	Interline	Zone	BCS	USOC	RATES(\$)				OSS Rates(\$)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
						Rec	Nonrecurring		Nonrecurring Disc	SVC Order Submitted 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	SOMAN	SOMAN																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interline	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted per LSR	Attachment: 2		Exhibit: B		
					Rec	Nonrecurring		Nonrecurring Disc Add'l			OSS Rates(\$)	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
						First	Add'l								
	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	
	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	
	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	
	Interoffice Transport-Dedicated-STS1 combination-Per Mile Per mo		UNC1X	USLXX	2.34										
	Interoffice Transport-Dedicated-STS1 combination-Facility Termination		UNC1X	USLXX	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	
	STS1 to DS1 Channel System combination per mo		UNC1X	USLXX	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	
	DS3 Interface Unit (DS1 COC) combination per mo		UNC1X	USLXX	17.58	5.70	4.42					20.35	21.09	9.80	
	Add'l 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	
	Add'l 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	
	Add'l 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	
	DS3 Interface Unit (DS1 COC) combination per mo		UNC1X	USLXX	17.58	5.70	4.42					20.35	21.09	9.80	
	DS3 Interface Unit (DS1 COC) combination per mo		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)														
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 1	1	UNC1X	USLXX	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 2	2	UNC1X	USLXX	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 3	3	UNC1X	USLXX	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per Mile		UNC1X	USLXX	0.0174										
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination		UNC1X	USLXX	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)														
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 1	1	UNC1X	USLXX	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 2	2	UNC1X	USLXX	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 3	3	UNC1X	USLXX	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per Mile		UNC1X	USLXX	0.0174										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination		UNC1X	USLXX	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
ADDITIONAL NETWORK ELEMENTS															
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does apply.															
When used as a part of a currently combined network elements in TN, the non-recurring charges apply & the Switch As-is charge does not.															
Note (Synchronies)															
Nonrecurring Currently Combined Network Elements "Switch As-is" Charge (One applies to each combination)															
	NRG Currently Combined Network Elements Switch-As-is Charge-2W/4W VG		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge-56/64 kbps		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge-DS1		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge-DS3		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
	NRG Currently Combined Network Elements Switch-As-is Charge-STS1		UNC1X	USLXX	52.73	24.62		9.12	9.12			20.35	21.09	9.80	
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 & above-four months															
	Local Channel-Dedicated-2W VG Zone 1	1	UNC1X	USLXX	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-2W VG Zone 2	2	UNC1X	USLXX	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-2W VG Zone 3	3	UNC1X	USLXX	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-4W VG Zone 1	1	UNC1X	USLXX	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-4W VG Zone 2	2	UNC1X	USLXX	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-4W VG Zone 3	3	UNC1X	USLXX	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1 per mo Zone 1	1	UNC1X	USLXX	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1 per mo Zone 2	2	UNC1X	USLXX	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1 per mo Zone 3	3	UNC1X	USLXX	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS3-Per Mile per mo		UNC1X	USLXX	7.15										
	Local Channel-Dedicated-DS3-Facility Termination		UNC1X	USLXX	611.30	595.37	304.50	215.82	151.15			20.35	21.09	9.80	
	Local Channel-Dedicated-STS-1 Per Mile per mo		UNC1X	USLXX	7.15										
	Local Channel-Dedicated-STS-1 Facility Termination		UNC1X	USLXX	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	
MULTIPLIERS															
	Channelization-DS1 to DS0 Channel System		UD1	UD1D1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	
	OCU-DP COC (data-DS1 to DS0 Channel System per mo (2.4 kbps)		UD1	UD1D1	1.82	6.07	4.66					20.35	9.80	11.49	
	2W ISDN COC (BRIE)-DS1 to DS0 Channel System per mo		UD1	UD1D1	3.10	6.07	4.66					20.35	9.80	11.49	
	VG COC-DS1 to DS0 Channel System per mo		UD1	UD1D1	0.91	6.07	4.66					20.35	9.80	11.49	
	DS3 to DS1 Channel System per mo		UD1	UD1D1	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	
	STS1 to DS1 Channel System per mo		UD1	UD1D1	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	
	DS3 Interface Unit (DS1 COC) used with Local Channel per mo		UD1	UD1D1	17.58	6.07	4.66					20.35	9.80	11.49	
	DS3 Interface Unit (DS1 COC) used with Local Channel per mo		UD1	UD1D1	6.07		4.66					20.35	9.80	11.49	

UNBUNDLED NETWORK ELEMENTS - Tennessee																		
CATEGORY	RATE ELEMENTS	Inter im	BCS	USOC	RATES(\$)				Nonrecurring		Nonrecurring Disc		OSS Rates(\$)		Attachment: 2	Exhibit: B		
					Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
	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-2W Analog Line Port-Res		UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W 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		
	Exchange Ports-2W Analog Line Port outgoing only-Res		UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN extended local dialing parity Port w																	
	Caller ID-Res		UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Plus w Caller ID-Res (ACT)		UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (F2R)		UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res		UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res		UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res		UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res		UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled res, low usage line port w Caller ID (LUM)		UEPSR	UEPAS	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Subnet Activity		UEPSR	USASC	0.00	0.00	0.00							20.35	10.54	13.32		
	FEATURES																	
	All Available Vertical Features		UEPSR	UEPVF	0.00	0.00	0.00							20.35	10.54	13.32		
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
	Exchange Ports-2W Analog Line Port w/o Caller ID-Bus		UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled Line Port with unbundled port with																	
	Caller ID-Bus		UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W Analog Line Port outgoing only-Bus		UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W 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		
	Exchange Ports-2W VG unbundled Incoming only port with Caller ID-Bus		UEPSB	UEPBI	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Bus 2-Way Area Calling Port Economy																	
	Option-Bus (TADCC1)		UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Bus 2-Way Area Calling Port standard																	
	Option-Bus (TADCC2)		UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Exchange Ports-2W VG unbundled TN Bus 2-Way Collapsible & Memphis																	
	Local Calling Port-Bus (B2F)		UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Subnet Activity		UEPSB	USASC	0.00	0.00	0.00							20.35	10.54	13.32		
	FEATURES																	
	All Available Vertical Features		UEPSB	UEPVF	0.00	0.00	0.00							20.35	10.54	13.32		
	EXCHANGE PORT RATES (DIO & PBX)																	
	2W 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		
	2W 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		
	2W 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		
	2W VG Line Side Unbundled Incoming PBX Trunk-Bus		UEPSP	UEPPI	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W 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		
	2W 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		
	2W 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		
	2W Voice Unbundled PBX LD Terminal Ports		UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W Voice Unbundled 2-Way PBX TN Calling Port		UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port		UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W Voice Unbundled 2-Way PBX Usage Port		UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W 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		
	2W Voice Unbundled PBX LD DOD Terminal Port		UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W 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		
	2W Voice Unbundled PBX LD Terminal Switchboard IDO Capable Port		UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W 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		
	2W 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		
	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		
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room		UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	Calling Port		UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPSP	UEPSP	1.79	9.93	9.19	3.66	2.92					20.35	10.54	13.32		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- 1st				
					Rec	Nonrecurring		Nonrecurring Disc Add'l			OSS Rates(\$)						
						First	Add'l	SOMAN			SOMAN	SOMAN		SOMAN			
	2W Voice Unbundled PBX Collierville & Memphis Calling Port		UEPSP		1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	2W Voice Unbundled 2-Way PBX TN Region Serv Calling Port		UEPSP		1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Subagent Activity		UEPSP		0.00	0.00	0.00				20.35	10.54	13.32	1.40			
	FEATURES																
	AI Available Vertical Features		UEPSP		0.00	0.00	0.00				20.35	10.54	13.32	1.40			
	EXCHANGE PORT RATES (COM)																
	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 data transmission by B-Channels associated with 2W ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process. Rates for the packet capabilities will be determined via the BFRNBR Process.																
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports-2W DID Port		UEPSP		8.97	47.75	47.01	9.21	8.47		20.35	10.54	13.32	1.40			
	Exchange Ports-DOTS Port-4W DS1 Port with DID capability		UEPSP		36.74	75.93	38.15	8.77	8.04		20.35	10.54	13.32	1.40			
	Exchange Ports-2W ISDN Port (See Notes below)		UEPSP		16.26	30.23	29.49	4.10	4.10		20.35	10.54	13.32	1.40			
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched data transmission by B-Channels associated with 2W ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFRNBR Process. Rates for the packet capabilities will be determined via the BFRNBR Process.																
	Exchange Ports-2W ISDN Port-Channel Profiles		UEPSP		0.00	0.00	0.00				20.35	10.54	13.32	1.40			
	Exchange Ports-4W ISDN DSI Port		UEPSP		75.04	148.66	147.18	38.46	36.98		20.35	10.54	13.32	1.40			
	UNBUNDLED REMOTE CALL FORWARDING CAPABILITY																
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE		UEPVR		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, Area Calling, Res		UEPVR		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, Local Calling, Res		UEPVR		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, InitialATA-Res		UEPVR		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, InitialATA-Res		UEPVR		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Non-Recurring																
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is		UEPVR		1.03	0.29					20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service-Conversion with allowed change (PIC & LPIC)		UEPVR		1.03	0.29					20.35	10.54	13.32	1.40			
	UNBUNDLED REMOTE CALL FORWARDING - BUS																
	Unbundled Remote Call Forwarding Service, Area Calling, Bus		UEPVB		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, Local Calling, Bus		UEPVB		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, InitialATA-Bus		UEPVB		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service, InitialATA-Bus		UEPVB		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service expanded & Exception Local Calling		UEPVB		1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40			
	Non-Recurring																
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is		UEPVB		1.03	0.29					20.35	10.54	13.32	1.40			
	Unbundled Remote Call Forwarding Service-Conversion with allowed change (PIC & LPIC)		UEPVB		1.03	0.29					20.35	10.54	13.32	1.40			
	UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)				0.0008041												
	End Office Switching (Port Usage) Per MOU				0.0008778												
	Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU																
	Common Transport				0.0000064												
	Common Transport-Per Mile, Per MOU				0.0003871												
	Common Transport-Facilities Termination Per MOU																
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where Bandwidth is required by FCC &/or 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 & Tandem Switching Usage & 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 TN, the recurring UNE Port & Loop charges listed apply to Currently Combined & Not Currently Combined Combs. The first & additional Port NRC charges apply to Not Currently Combined Combs for all states. In TN these NRC charges are commission ordered cost based rates. For Currently Combined Combs in all other states, the NRC charges shall be those identified in the NRC - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
	2W VG LoopPort Combo-Zone 1	1			14.18												
	2W VG LoopPort Combo-Zone 2	2			18.01												
	2W VG LoopPort Combo-Zone 3	3			23.02												
	UNE Loop Rates																
	2W VG Loop (SL1)-Zone 1	1	UEPRX	UEPLX	12.48												

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interline	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted 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-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l				
						Nonrecurring		Nonrecurring Disc							OSS Rates(\$)			
						Rec	First	Add'l	First						Add'l	SOME	SOMAN	SOME
	2W VG Loop (SL 1)-Zone 3						21.32											
	2-Wire Voice Grade Line Port Rates (RES - PBX)		3	UEPRG	UEPLX													
	2W VG Unbundled Combination 2-Way PBX Trunk Port-Rates			UEPRG	UEPRD		1.70	22.14	15.25	8.45	3.91				30.89	7.03		
	LOCAL NUMBER PORTABILITY			UEPRG	LNPCP		3.15	0.00	0.00						30.89	7.03		
	Local Number Portability (1 per port)			UEPRG	LNPCP		0.00								30.89	7.03		
	FEATURES			UEPRG	UEPVF		0.00								30.89	7.03		
	ALL Features Offered			UEPRG	USAC2			1.03	0.29						30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED			UEPRG	USAC2			1.03	0.29						30.89	7.03		
	2-Wire VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USACC			0.76							7.97			
	2-Wire VG Loop/Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC													
	2-Wire VG Loop/Line Port Combination (PBX)-Conversion-Switch Database Update			UEPRG	USAS2		0.00		0.00						30.89	7.03		
	ADDITIONAL NRCs			UEPRG	USAS2		0.00		0.00						30.89	7.03		
	2-Wire VG Loop/Line Port Combination (PBX)-Subsequent Activity			UEPRG			14.64		14.64						30.89	7.03		
	PBX Subsequent Activity-Charge/Rearrange Multiline Hunt Group																	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																	
	UNE Port/Loop Combination Rates																	
	2W VG Loop/Port Combo-Zone 1	1				14.18												
	2W VG Loop/Port Combo-Zone 2	2				18.01												
	2W VG Loop/Port Combo-Zone 3	3				23.02												
	UNE Loop Rates																	
	2W VG Loop (SL 1)-Zone 1	1		UEPPX	UEPLX	12.48												
	2W VG Loop (SL 1)-Zone 2	2		UEPPX	UEPLX	16.31												
	2W VG Loop (SL 1)-Zone 3	3		UEPPX	UEPLX	21.32												
	2-Wire Voice Grade Line Port Rates (BUS - PBX)			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	Line Side Unbundled Outgoing PBX Trunk Port-Bus			UEPPX	UEPPI	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPLO	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2-Wire VG Unbundled PBX LD Terminal Ports			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 2-Way Combination PBX TN Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled PBX LD DDO Terminals Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled PBX LD Terminal Switchboard DDO Capable Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W 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		
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled PBX Colletable & Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	2W Voice Unbundled 2-Way PBX TN Regional Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91					30.89	7.03		
	LOCAL NUMBER PORTABILITY			UEPPX	LNPCP	3.15	0.00	0.00							30.89	7.03		
	Local Number Portability (1 per port)			UEPPX	LNPCP	0.00		0.00							30.89	7.03		
	FEATURES			UEPPX	UEPVF	0.00	0.00	0.00							30.89	7.03		
	ALL Features Offered			UEPPX	USAC2			1.03	0.29						30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED			UEPPX	USAC2			1.03	0.29						30.89	7.03		
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USACC			0.76							7.97			
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC													
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch Database Update			UEPPX	USAS2										30.89	7.03		
	ADDITIONAL NRCs			UEPPX	USAS2		0.00		0.00						30.89	7.03		
	2W VG Loop/Line Port Combination (PBX)-Subsequent Activity			UEPPX	USAS2		0.00		0.00						30.89	7.03		
	PBX Subsequent Activity-Charge/Rearrange Multiline Hunt Group						14.64		14.64						30.89	7.03		
	UNE Port/Loop Combination Rates																	
	2W VG Coin Port/Loop Combo - Zone 1	1				14.18												
	2W VG Coin Port/Loop Combo - Zone 2	2				18.01												
	2W VG Coin Port/Loop Combo - Zone 3	3				23.02												

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-1st		
					Rec	Nonrecurring		Nonrecurring Disc Add'l			SOMAN	SOMAN	SOMAN	SOMAN	
						First	Add'l								
UNE Loop Rates	2W VG Loop (SL1)-Zone 1	1	UEPCO	UEPLX	12.48										
	2W VG Loop (SL1)-Zone 2	2	UEPCO	UEPLX	16.31										
	2W VG Loop (SL1)-Zone 3	3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Ports (COIN)														
	2W Coin 2-Way w/o Operator Screening & w/o Blocking (TN)		UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W Coin 2-Way w/ Operator Screening & Blocking: 011, 900/976, 1+000		UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W Coin 2-Way w/ Operator Screening & 011 Blocking (TN)		UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W Coin 2-Way w/ Operator Screening: 900/976, 1+000, 011+, &		UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W Coin Outward w/ Operator Screening & 011 Blocking (TN)		UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W Coin Outward w/ Operator Screening & Blocking: 900/976, 1+000, 011+, &		UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2W 2-Way Smartline with 900/976 (all states except LA)		UEPCO	UEPOK	1.88							30.89	7.03		
	2W Coin Outward Smartline with 900/976 (all states except LA)		UEPCO	UEPOR	1.88							30.89	7.03		
	ADDITIONAL UNE COIN PORT/LOOP (RNC)														
	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						30.89	7.03		
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPCO	USAC2		1.03	0.29				30.89	7.03		
	2W VG Loop/Line Port Combination-Conversion-Switch with change			UEPCO	USACC		1.03	0.29				30.89	7.03		
	2W VG Loop/Line Port Combination-Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00				30.89	7.03		
	2W voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56		30.89	7.03		
	2W voice unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPFS	1.79	105.40	63.08	42.67	18.54		30.89	7.03		
	2W voice unbundled 1-Way Outgoing PBX Measured Port														
	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														
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 1	1				18.38									
2W VG Loop/2W DID Trunk Port Combo-UNE Zone 2	2				19.87										
2W VG Loop/2W DID Trunk Port Combo-UNE Zone 3	3				24.78										
2W Analog VG Loop (SL2)-UNE Zone 1	1	UEPPX	UECD1		9.60										
2W Analog VG Loop (SL2)-UNE Zone 2	2	UEPPX	UECD1		11.09										
2W Analog VG Loop (SL2)-UNE Zone 3	3	UEPPX	UECD1		16.00										
Exchange Ports 2W DID Port		UEPPX	UEPDI		8.78	45.44	29.94	8.45	3.91		30.89	7.03			
NONRECURRING CHARGES - CURRENTLY COMBINED															
2W VG Loop/2W DID Trunk Port Combination-Switch-as-is		UEPPX	USAG1			8.76	5.75				30.89	7.03			
2W VG Loop/2W DID Trunk Port Combination with SST Allowable Charges		UEPPX	USATC			8.78	5.75				30.89	7.03			
Telephone Number/Trunk Group Establishment Charges															
DID Trunk Termination (One Per Port)		UEPPX	NDT		0.00	0.00	0.00								
Add'l 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 SLIDE 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										
2W ISDN Digital Grade Loop-UNE Zone 1	1	UEPPB	USL2X		16.20										
2W ISDN Digital Grade Loop-UNE Zone 2	2	UEPPB	USL2X		18.71										
2W ISDN Digital Grade Loop-UNE Zone 3	3	UEPPB	USL2X		28.25										
Exchange Port-2W ISDN Line Side Port		UEPPB	UEPPB		16.07	141.75	118.37	49.20	43.26		19.99	19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED															
2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination		UEPPB	USACB		0.00	117.23	117.23				19.99	19.99			
ADDITIONAL NRCS															
2W ISDN Loop/2W ISDN Port Combination-Sub Active-Non Feature/Add		UEPPB	USASB			212.88					19.99	19.99			
LOCAL NUMBER PORTABILITY															
Local Number Portability (1 per port)		UEPPB	LNPCX		0.35	0.00	0.00								
B-COMM USER PROFILE ACCESS:															
CYS/CSO (DMS/RESS)		UEPPB	U1UCA		0.00	0.00	0.00								

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2				Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)				Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disc			SOMEK	SOMAN	SOMAN	SOMAN			
						First	Add'l	First									Add'l
	CVS (EWSO)		UEPPB UEPPR	UIUCB		0.00	0.00										
	CSD		UEPPB UEPPR	UIUCB		0.00	0.00										
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (ALX/LJ/LMS SC/MIS & TN)																
	(CVS/CSD) (DMS/ESS)																
	CVS (EWSO)		UEPPB UEPPR	UIUCD		0.00	0.00										
	CSD		UEPPB UEPPR	UIUCD		0.00	0.00										
	USER TERMINAL PROFILE		UEPPB UEPPR	UIUMA		0.00	0.00										
	User Terminal Profile (EWSO only)		UEPPB UEPPR	UIUMC		0.00	0.00										
	VERTICAL FEATURES		UEPPB UEPPR	UIUMC		0.00	0.00										
	All Vertical Features One per Channel B User Profile		UEPPB UEPPR	UIUMC		0.00	0.00										
	Interoffice Channel message each, including first mile & facilities termination		UEPPB UEPPR	UIUMC		17.91	53.98	17.37							19.99	19.99	
	Interoffice Channel message each, Add'l mile		UEPPB UEPPR	UIUMC		0.173	0.00	0.00									
	Interoffice Channel message each, Add'l mile		UEPPB UEPPR	UIUMC		0.173	0.00	0.00									
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	LINE Port Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 1	1	UEPPP			132.58											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 2	2	UEPPP			150.25											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 3	3	UEPPP			173.44											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 1	1	UEPPP			57.73											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 2	2	UEPPP			75.40											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-ONE Zone 3	3	UEPPP			98.59											
	Exchange Ports -4W ISDN DS1 Port		UEPPP			74.85	415.53	366.90	88.28	77.43					19.99	19.99	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination		UEPPP	USACP		0.00	328.53	328.53							19.99	19.99	
	Conversion-Switch-as-is																
	ADDITIONAL NRCS																
	4W DS1 Loop/4-W ISDN Dgtl Trk Port-Subseq Actv-Inward/Two way tel nos		UEPPP	PR7TF		0.94	22.38	22.38							19.99	19.99	
	within Std Allowance		UEPPP	PR7TO		0.94	22.38	22.38							19.99	19.99	
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Numbers		UEPPP	PR7TI		44.71	44.71	44.70							19.99	19.99	
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subseq Inward Tel Nos Above		UEPPP	PR7TI		44.71	44.71	44.70							19.99	19.99	
	Std Allowance		UEPPP	LNPCN		1.75											
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPPP	PR7IV		0.00	0.00	0.00							19.99	19.99	
	Interface (Precedence Only)		UEPPP	PR7ID		0.00	0.00	0.00							19.99	19.99	
	Voice/Data		UEPPP	PR7IE		0.00	0.00	0.00							19.99	19.99	
	Digital Data		UEPPP	PR7BV		0.00	28.39								19.99	19.99	
	Inward Data		UEPPP	PR7BF		0.00	28.39								19.99	19.99	
	New or Additional "B" Channel		UEPPP	PR7BO		0.00	28.39								19.99	19.99	
	New or Add'l Inward Data B Channel		UEPPP	PR7BO		0.00	28.39								19.99	19.99	
	CALL TYPES																
	Inward		UEPPP	PR7C1		0.00	0.00	0.00									
	Outward		UEPPP	PR7C2		0.00	0.00	0.00									
	Two-way		UEPPP	PR7C3		0.00	0.00	0.00									
	Interface Channel Mileage		UEPPP	ILN1A		76.1825	145.98	109.85	19.55						19.99	19.99	
	Field Each Including First Mile		UEPPP	ILN1B		0.3625											
	Each After Fractional Add'l Mile																
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DOITS TRUNK PORT																
	LINE Port Loop Combination Rates																
	4W DS1 Digital Loop/4W DOITS Trunk Port-ONE Zone 1	1	UEPDC			83.28									19.99	19.99	
	4W DS1 Digital Loop/4W DOITS Trunk Port-ONE Zone 2	2	UEPDC			110.95									19.99	19.99	
	4W DS1 Digital Loop/4W DOITS Trunk Port-ONE Zone 3	3	UEPDC			134.14									19.99	19.99	
	LINE Loop Rates																
	4W DS1 Digital Loop-ONE Zone 1	1	UEPDC	USLDC		57.53											
	4W DS1 Digital Loop-ONE Zone 2	2	UEPDC	USLDC		75.40											
	4W DS1 Digital Loop-ONE Zone 3	3	UEPDC	USLDC		98.59											
	LINE Port Rate																
	4W DOITS Digital Trunk Port		UEPDC	UDDIT		36.55	342.80	257.87	61.41	48.49					19.99	19.99	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4W DS1 Digital Loop/4W DOITS Trunk Port Combination-Switch-as-is		UEPDC	USAC4			312.91	312.91							19.99	19.99	

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UNBUNDLED NETWORK ELEMENTS - Tennessee														Exhibit: B	
CATEGORY	RATE ELEMENTS	Inter line	BCS	USOC	RATES(\$)			Nonrecurring Disc			Incremental			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	First	Add'l	First	Add'l	SOMAN	SOMAN	SOMAN			
													Svc Order Submitte d Elec per LSR		
	4W DS1 Digital Loop/4W DOTS Trunk Port Combination-Conversion with DS1 Changes		UEPDC	USAWA			312.91	312.91				19.99	19.99		
	4W DS1 Digital Loop/4W DOTS Trunk Port Combination-Conversion with Change-Trunk		UEPDC	USAWB			312.91	312.91				19.99	19.99		
	ADDITIONAL NRCS						94.88	94.88							
	4W DS1 Loop/4W DOTS Trunk Port-Subgrnt Service Activity Per Svc Ord		UEPDC	USASA								19.99	19.99		
	4W DS1 Loop/4W DOTS Trunk Port-NRC-Subgrnt Channel Activation/Chan-2 Way Trunk		UEPDC	UDTTA			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DOTS Trunk Port-Subgrnt Channel Activation/Chan-1-Way Outward Trunk		UEPDC	UDTTB			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DOTS Trunk Port-Subgrnt Channel Activation/Chan- Inward Trunk w/out DID		UEPDC	UDTTC			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DOTS Trunk Port-Subgrnt Chan Activation Per Chan- Inward Trunk with DID		UEPDC	UDTTD			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DOTS Trunk Port-Subgrnt Chan Activation/Chan-2-Way DID w User Trans		UEPDC	UDTTE			108.67	108.67				19.99	19.99		
	BIPOLAR & ZERO SUBSTITUTION						0.00	590.00				19.99	19.99		
	B625 Superframe Format		UEPDC	COOSF			0.00	590.00				19.99	19.99		
	B625 Extended Superframe Format		UEPDC	COOEF			0.00	0.00							
	Alternate Mark Inversion						0.00	0.00							
	AM Superframe Format		UEPDC	MCOSF			0.00	0.00							
	AM Extended Superframe Format		UEPDC	MCOPF			0.00	0.00				19.99	19.99		
	Telephone Number/Trunk Group Establishment Charges						0.00					19.99	19.99		
	Telephone Number for 2-Way Trunk Group		UEPDC	UDTOX			0.00					19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group		UEPDC	UDTOY			0.00					19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group w/o DID		UEPDC	UDTOZ			0.00					19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group w/o DID		UEPDC	NDA			0.00					19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers		UEPDC	NDB			0.00					19.99	19.99		
	DID Numbers, Non-consecutive DID Numbers, Per Number		UEPDC	NDC			0.00								
	Reserve Non-Consecutive DID Nos.		UEPDC	NDV			0.00								
	Reserve DID Numbers														
	Dedicated DS1 Interoffice Channel Mileage - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DOTS Trunk Port		UEPDC	11NO1		75.63	145.96	109.85	19.66	14.99					
	Interoffice Channel Message-Fixed rate 0-3 miles (Facilities Termination)		UEPDC	11NOA		0.3525	0.00	0.00							
	Interoffice Channel Message-Add'l rate per mile 0-3 miles		UEPDC	11NO2		0.00	0.00	0.00							
	Interoffice Channel Message-Fixed rate 9-25 miles (Facilities Termination)		UEPDC	11NO8		0.3525	0.00	0.00							
	Interoffice Channel Message-Add'l rate per mile 9-25 miles		UEPDC	11NO3		0.00	0.00	0.00							
	Interoffice Channel Message-Fixed rate 25+ miles (Facilities Termination)		UEPDC	11NOG		0.3525	0.00	0.00							
	Interoffice Channel Message-Add'l rate per mile 25+ miles		UEPDC	11NCP		0.00	0.00	0.00							
	Local Number Portability, per DSO Activated		UEPDC	CTG		0.00									
	Central Office Terminating Point														
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
	System is 1 DS1 Loop, 1 D4 Channel Bank, & up to 24 Feature Activations														
	Each System can have up to 24 combinations of rates depending on type & number of ports used														
	LINE DS1 Loop														
	4W DS1 Loop-1 Line Zone 1	1	UEPMG	USLDC		57.73	0.00	0.00							
	4W DS1 Loop-1 Line Zone 2	2	UEPMG	USLDC		75.40	0.00	0.00							
	4W DS1 Loop-1 Line Zone 3	3	UEPMG	USLDC		98.59	0.00	0.00							
	LINE 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-1 per 4 DS1s		UEPMG	VUM96		527.48	0.00	0.00				19.99	19.99		
	144 DSO Channel Capacity-1 per 6 DS1s		UEPMG	VUM144		791.42	0.00	0.00				19.99	19.99		
	192 DSO Channel Capacity-1 per 8 DS1s		UEPMG	VUM192		827.76	0.00	0.00				19.99	19.99		
	240 DSO Channel Capacity-1 per 10 DS1s		UEPMG	VUM240		1,318.70	0.00	0.00				19.99	19.99		
	288 DSO Channel Capacity-1 per 12 DS1s		UEPMG	VUM288		1,582.44	0.00	0.00				19.99	19.99		
	384 DSO Channel Capacity-1 per 16 DS1s		UEPMG	VUM384		2,108.92	0.00	0.00				19.99	19.99		
	480 DSO Channel Capacity-1 per 20 DS1s		UEPMG	VUM480		2,637.40	0.00	0.00				19.99	19.99		
	576 DSO Channel Capacity-1 per 24 DS1s		UEPMG	VUM576		3,164.88	0.00	0.00				19.99	19.99		
	672 DSO Channel Capacity-1 per 28 DS1s		UEPMG	VUM672		3,692.36	0.00	0.00				19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System														
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, & Up To 24 DSO Ports with Feature Activations.														

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				OSS Rates(\$)				Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
					Rec	Nonrecurring		Nonrecurring Disc		SOMEC	SOMAN	SOMAN			SOMAN	
						First	Add'l	First	Add'l							
	Multiple of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC Conversion (Currently Combined) with or w/o BST 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 &															
	New (Not Currently Combined) in all states, except in District Zone 1 of Top 8 MSAs															
	1 DS1/4 Channel Bank-Add'l Add'l NRC for each Port & Assoc Fee Activation		UEPMG	VUMD4	0.00		704.68	441.48	138.36	16.41			19.99			
	Bipolar & Zero Substitution															
	Clear Channel Capability Format, superframe-Subgroup Activity Only		UEPMG	CCOSF	0.00		0.00	590.00								
	Clear Channel Capability Format-Extended Superframe-Subgroup Activity Only		UEPMG	CCDEF	0.00		0.00	590.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format		UEPMG	MCOSF	0.00		0.00	0.00								
	Extended Superframe Format		UEPMG	MCOFO	0.00		0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports		UEPPX	UEPCX	1.79		0.00	0.00	0.00	0.00			30.89	7.03		
	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	UEPIX	1.79		0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port w/o DID		UEPPX	UEPDM	8.97		0.00	0.00	0.00	0.00			30.89	7.03		
	2W Trunk Side Unbundled Channelized DID Trunk Port															
	Feature Activations - Unbundled Loop Concentration		UEPPX	IPQWM	0.66		23.94	12.64	3.82	3.80			30.89	7.03		
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank		UEPPX	IPQWU	0.66		73.67	17.37	54.09	10.57			30.89	7.03		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank															
	Telephone Number Group Establishment Charges for DID Service		UEPPX	NDT	0.00		0.00	0.00								
	DID Trunk Termination (1 per Port)		UEPPX	ND4	0.00		0.00	0.00								
	DID Numbers-groups of 20-Yield all States		UEPPX	ND6	0.00		0.00	0.00								
	Non-Consecutive DID Numbers-per number		UEPPX	ND6	0.00		0.00	0.00								
	Reserve Non-Consecutive DID Numbers		UEPPX	NDV	0.00		0.00	0.00								
	Reserve DID Numbers															
	Local Number Portability		UEPPX	LNPCP	3.15		0.00	0.00								
	Local Number Portability-1 per port															
	FEATURER - Vertical & Optional															
	Local Switching Features Offered with Line Side Ports Only		UEPPX	UEPVF	0.00		0.00	0.00								
	AI Features Available															
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 &/or Commission rules.																
These scenarios include:																
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-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring & non-recurring Market Rates in this section. 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 & reserves the right to true-up the billing difference.																
The Market Rates for unbundled ports includes all available features in all states.																
End Office & Tandem Switching Usage & 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.																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First & 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 & are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
2W VG Loop/Port Combo-Zone 1																
2W VG Loop/Port Combo-Zone 2																
2W VG Loop/Port Combo-Zone 3																
UNE Loop Rates																
2W VG Loop (SL1)-Zone 1																
2W VG Loop (SL1)-Zone 2																
2W VG Loop (SL1)-Zone 3																
2-Wire Voice Grade Line Port (Res)																
2W voice unbundled port-residence																
2W voice unbundled port with Caller ID-res																
2W voice unbundled port outgoing only-res																
2W VG unbundled TN Area Calling port with Caller ID-res (E2R)																
2W voice unbundled TN Area Calling port with Caller ID-res (TACER)																
2W voice unbundled TN Area Calling port with Caller ID-res (TACSR)																
2W voice unbundled TN Area Calling port with Caller ID-res (IMF2X)																

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