

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	24.30										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.47										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	44.44										
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	58.85										
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0167										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.29										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	15.33										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	382.95										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	8.02										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	880.65										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	15.33										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	391.86										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	8.02										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	880.55										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	26.68										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	40.24										
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	53.85										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3415										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.14										
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	134.46										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.20										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	26.68										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	40.24										
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	53.85										

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.20										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
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	59.61										
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	89.90										
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	119.06										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	8.02										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	880.55										
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	180.03										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	10.80										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	59.61										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	89.90										
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	119.06										
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	10.80										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	34.26										
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	51.67										
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	68.43										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0167										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	16.76										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	34.26										
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	51.67										
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	68.43										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0167										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	16.76										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																
	Node (SynchroNet)																
	Nonrecurring Currentlv Combined Network Elements "Switch As Is" Charge (One applies to each combination)																

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		11.21	11.21	13.99	13.99			31.38	31.38	3.94	3.94
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
Exchange Ports																	
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																	
2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAU	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)			UEPSR	UEPAJ	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.35	24.98	24.98					44.42	14.63		
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
FEATURES																	
		All Available Vertical Features			UEPSR	UEPVF	6.29	0.00	0.00					44.42	14.63		
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAZ	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.35	24.98	24.98					44.42	14.63		
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)			UEPSB	UEPAB	2.35	24.98	24.98					44.42	14.63		
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
FEATURES																	
		All Available Vertical Features			UEPSB	UEPVF	6.29	0.00	0.00					44.42	14.63		
EXCHANGE PORT RATES (DID & PBX)																	
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.35	24.36	24.36					41.86	14.46		
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.35	24.36	24.36					41.86	14.46		
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.35	24.36	24.36					41.86	14.46		
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.35	24.36	24.36					41.86	14.46		
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.35	24.36	24.36					41.86	14.46		
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.35	24.36	24.36					41.86	14.46		

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CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)						
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port						UEPSP	UEPXL	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port						UEPSP	UEPXM	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port						UEPSP	UEPXO	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port						UEPSP	UEPXS	2.35	24.36	24.36					41.86	14.46		
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port						UEPSP	UEPXT	2.35	24.36	24.36					41.86	14.46		
		Subsequent Activity						UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																			
		All Available Vertical Features						UEPSP UEPSE	UEPVF	6.29	0.00	0.00					41.86	14.46		
	EXCHANGE PORT RATES (COIN)																			
		Exchange Ports - Coin Port								2.77	24.75	24.75					43.48	14.57		
	Local Switching Features offered with Port																			
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																			
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																			
		Exchange port - 4-wire ISDN trunk port -all available features included							UEPEX	251.00	311.73	311.73					65.48	65.48		
		Exchange Port - 2-wire ISDN digital line side port with three features included							U1PMA	36.01	70.32	70.32					67.52	67.52		
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																			
	EXCHANGE PORT RATES (DID & PBX)																			
		Exchange Ports - 2-Wire DID Port						UEPEX	UEPP2	8.86	239.14	37.56	120.05	7.54			67.52	67.52		
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability						UEPDD	UEPDD	73.62	404.94	191.80	145.50	4.93			19.99	19.99	19.99	19.99
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)						UEPTX UEPSX	U1PMA	13.38	145.86	106.21	95.79	21.52			67.52	67.52		
		All Features Offered						UEPTX UEPSX	UEPVF	6.29	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																			
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																			
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles						UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port						UEPEX	UEPEX	107.44	408.53	203.56	158.70	21.52			65.48	65.48		
	UNBUNDLED LOCAL SWITCHING, PORT USAGE																			
	End Office Switching (Port Usage)																			
		End Office Switching Function, Per MOU								0.0019295										
		End Office Trunk Port - Shared, Per MOU								0.0002581										
	Tandem Switching (Port Usage) (Local or Access Tandem)																			
		Tandem Switching Function Per MOU								0.0006843										
		Tandem Trunk Port - Shared, Per MOU								0.0004034										
	Common Transport																			
		Common Transport - Per Mile, Per MOU								0.0000121										
		Common Transport - Facilities Termination Per MOU								0.0004672										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																			
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																			
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																			
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			
	For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																			
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																			
	UNE Port/Loop Combination Rates																			
		2-Wire VG Loop/Port Combo - Zone 1					1			20.71										
		2-Wire VG Loop/Port Combo - Zone 2					2			29.35										
		2-Wire VG Loop/Port Combo - Zone 3					3			37.68										

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	17.02										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	25.66										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.99										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPRX	UEPAU	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPRX	UEPAJ	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	3.69	90.00	90.00					43.19	9.91		
		FEATURES															
		All Features Offered			UEPRX	UEPVF	6.29	0.00	0.00					43.19	9.91		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.59	0.40					43.19	9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.59	0.40					43.19	9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.71						8.91			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					43.19	9.91		
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			20.71										
		2-Wire VG Loop/Port Combo - Zone 2		2			29.35										
		2-Wire VG Loop/Port Combo - Zone 3		3			37.68										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	17.02										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	25.66										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	33.99										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	3.69	90.00	90.00					43.19	9.91		
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	3.69	90.00	90.00					43.19	9.91		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	6.29	0.00	0.00					43.19	9.91		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.59	0.40					43.19	9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.59	0.40								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						71.00						8.91			
		ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2								43.19	9.91	
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			20.71									
		2-Wire VG Loop/Port Combo - Zone 2		2			29.35									
		2-Wire VG Loop/Port Combo - Zone 3		3			37.68									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	17.02									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	25.66									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	33.99									
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	3.69							43.19	9.91	
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
		FEATURES														
		All Features Offered			UEPRG	UEPVF	6.29	0.00	0.00					43.19	9.91	
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.59	0.40					43.19	9.91	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.59	0.40					43.19	9.91	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.71						8.91		
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					43.19	9.91	
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			20.71									
		2-Wire VG Loop/Port Combo - Zone 2		2			29.35									
		2-Wire VG Loop/Port Combo - Zone 3		3			37.68									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	17.02									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	25.66									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	33.99									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	3.69	90.00	90.00					43.19	9.91	
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	3.69	90.00	90.00					43.19	9.91	
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	3.69	90.00	90.00					43.19	9.91	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	3.69	90.00	90.00					43.19	9.91	

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	3.69	90.00	90.00					43.19	9.91		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPPX	UEPVF	6.29	0.00	0.00					43.19	9.91		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.59	0.40					43.19	9.91		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.59	0.40					43.19	9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.71						8.91			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					43.19	9.91		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			21.06										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			29.70										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			28.03										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	17.02										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	25.66										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33.99										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	4.04	90.00	90.00					43.19	9.91		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	4.04	90.00	90.00					43.19	9.91		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	4.04	90.00	90.00					43.19	9.91		
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	90.00	90.00								
		LOCAL NUMBER PORTABILITY															

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		FEATURES															
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2	1.59	0.40						43.19	9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC	1.59	0.40						43.19	9.91		
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00						43.19	9.91		
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			29.68										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			37.74										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			44.40										
		UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.85										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	28.91										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.57										
		UNE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.83							43.19	9.91		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1	14.62	3.73						43.19	9.91		
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C	14.62	3.73						43.19	9.91		
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1	53.68							43.19	9.91		
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	38.58										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	48.25										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	55.29										
		UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	27.38						19.99	19.99		
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	37.05						19.99	19.99		
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	44.09						19.99	19.99		
		UNE Port Rate															
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	11.20						19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	77.18	54.15				19.99	19.99		
		ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	6.29	0.00	0.00				19.99	19.99		
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	20.74	136.44	51.37				19.99	19.99		
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0373	0.00	0.00			0.00				
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		221.03										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		301.73										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		434.80										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	113.59							19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	194.29							19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	327.36							19.99	19.99		
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	107.44							19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	238.67	157.46					19.99	19.99		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.9822						19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05					19.99	19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	29.11						19.99	19.99		
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.11						19.99	19.99		
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	29.11						19.99	19.99		
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	29.11						19.99	19.99		
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			Fixed Each Including First Mile			UEPPP	1LN1A	95.7398	216.27	162.70	0.00				19.99	19.99		
			Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.7598										
			4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
			UNE Port/Loop Combination Rates															
			4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		187.21							19.99	19.99		
			4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		267.91							19.99	19.99		
			4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		400.98							19.99	19.99		
			UNE Loop Rates															
			4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	113.59							19.99	19.99		
			4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	194.29							19.99	19.99		
			4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	327.36							19.99	19.99		
			UNE Port Rate															
			4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	73.62							19.99	19.99		
			NONRECURRING CHARGES - CURRENTLY COMBINED															
			4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		259.56	134.33					19.99	19.99		
			4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		259.56	134.33					19.99	19.99		
			4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		259.56	134.33					19.99	19.99		
			ADDITIONAL NRCs															
			4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		29.01	29.01					19.99	19.99		
			4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		29.01	29.01					19.99	19.99		
			4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		29.01	29.01					19.99	19.99		
			4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		29.01	29.01					19.99	19.99		
			BIPOLAR 8 ZERO SUBSTITUTION															
			B8ZS - Superframe Format			UEPDC	CCOSF		0.00	605.00					19.99	19.99		
			B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00					19.99	19.99		
			Alternate Mark Inversion															
			AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
			AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
			Telephone Number/Trunk Group Establishment Charges															
			Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
			Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
			Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
			DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00					19.99	19.99		
			DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
			DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00					19.99	19.99		
			Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00					19.99	19.99		
			Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00					19.99	19.99		
			Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
			Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	94.98	216.27	162.70	0.00	0.00			19.99	19.99		
			Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.7598	0.00	0.00								
			Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
			Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.7598	0.00	0.00								
			Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
			Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.7598	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
			Central Office Terminating Point			UEPDC	CTG	0.00										
			4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
			System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
			Each System can have up to 24 combinations of rates depending on type and number of ports used															
			UNE DS1 Loop															
			4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	113.59	0.00	0.00								
			4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	194.29	0.00	0.00								
			4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	327.36	0.00	0.00								
			UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
			24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	103.47	0.00	0.00					19.99	19.99		
			48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	206.94	0.00	0.00					19.99	19.99		
			96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	413.88	0.00	0.00					19.99	19.99		
			144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	620.82	0.00	0.00					19.99	19.99		
			192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
			240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,034.70	0.00	0.00					19.99	19.99		
			288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,241.64	0.00	0.00					19.99	19.99		
			384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,655.52	0.00	0.00					19.99	19.99		
			480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,069.40	0.00	0.00					19.99	19.99		
			576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,483.28	0.00	0.00					19.99	19.99		
			672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,897.16	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, and Up To 24 DSO Ports with Feature Activations.															
			Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
			NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	301.62	16.76					19.99	19.99		
			System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
			1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69			19.99			
			Bipolar 8 Zero Substitution															
			Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00								
			Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00								
			Alternate Mark Inversion (AMI)															
			Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
			Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
			Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
			Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.65	0.00	0.00	0.00	0.00			43.19	9.91		
			Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.65	0.00	0.00	0.00	0.00			43.19	9.91		
			Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.65	0.00	0.00	0.00	0.00			43.19	9.91		
			2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.86	0.00	0.00	0.00	0.00			43.19	9.91		
			Feature Activations - Unbundled Loop Concentration															
			Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.70	25.45	13.44	4.20	4.17			43.19	9.91		
			Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.70	78.31	18.46	59.37	11.60			43.19	9.91		
			Telephone Number/ Group Establishment Charges for DID Service															
			DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
			Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
			DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
			Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
			Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
			Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	6.29	0.00	0.00				43.19	9.91			
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
	These scenarios include:															
	1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida, North Carolina and South Carolina.															
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			31.02										
	2-Wire VG Loop/Port Combo - Zone 2		2			39.66										
	2-Wire VG Loop/Port Combo - Zone 3		3			47.99										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	17.02										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	25.66										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.99										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				43.19	9.91			
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				43.19	9.91			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			31.02										
	2-Wire VG Loop/Port Combo - Zone 2		2			39.66										
	2-Wire VG Loop/Port Combo - Zone 3		3			47.99										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	17.02										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	25.66										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	33.99										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	14.00	90.00	90.00				43.19	9.91			
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	14.00	90.00	90.00				43.19	9.91			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				43.19	9.91			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			31.02										
		2-Wire VG Loop/Port Combo - Zone 2		2			39.66										
		2-Wire VG Loop/Port Combo - Zone 3		3			47.99										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	17.02										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	25.66										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	33.99										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				43.19	9.91			
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
		FEATURES															
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99	19.99	19.99	19.99	
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			31.02										
		2-Wire VG Loop/Port Combo - Zone 2		2			39.66										
		2-Wire VG Loop/Port Combo - Zone 3		3			47.99										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	17.02										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	25.66										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	33.99										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				43.19	9.91			
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				43.19	9.91			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				43.19	9.91			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				43.19	9.91			
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		27.17										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		17.81										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.59										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	13.76										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.38										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	26.04										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.68										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	23.13										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.46										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		AL, KY, LA, MS, SC, & TN Only						40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		Local Switching															
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP95	UEPVF	3.04						15.69			1.97	
		All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42					15.69			1.97	
		All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04						15.69			1.97	
		NARS															
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.69			1.97	
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.69			1.97	
		Unbundled Network Access Register - Outdial			UEP95	UARO	0.00	0.00	0.00				15.69			1.97	
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP95	CEND6	8.86	239.14	37.56	120.05	7.54		15.69			1.97	

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each				UEP95	M1HD1	73.62	404.94	191.90	145.50	4.93		15.69			1.97
		DS0 Channels Activated, each				UEP95	M1HDO	0.00	14.51								
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination				UEP95	MIGBC	24.30	81.25	54.94	33.54	13.82		15.69			1.97
		Interoffice Channel mileage, per mile or fraction of mile				UEP95	MIGBM	0.0167									
		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						15.69			1.97
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot				UEP95	1PQW6	0.56						15.69			1.97
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot				UEP95	1PQW7	0.56						15.69			1.97
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center				UEP95	1PQWP	0.56						15.69			1.97
		Feature Activation on D-4 Channel Bank Private Line Loop Slot				UEP95	1PQWV	0.56						15.69			1.97
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot				UEP95	1PQWQ	0.56						15.69			1.97
		Feature Activation on D-4 Channel Bank WATS Loop Slot				UEP95	1PQWA	0.56						15.69			1.97
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port				UEP95	USAC2		37.93	16.72				15.69			1.97
		New Centrex Standard Common Block				UEP95	M1ACS	0.00	668.70					15.69			1.97
		New Centrex Customized Common Block				UEP95	M1ACC	0.00	668.70					15.69			1.97
		NAR Establishment Charge, Per Occasion				UEP95	URECA	0.00	72.89					15.69			1.97
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design			1	UEP9D		14.89									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			2	UEP9D		21.52									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			3	UEP9D		27.17									
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design			1	UEP9D		17.81									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			2	UEP9D		24.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			3	UEP9D		29.59									
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEP9D	UECS1	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEP9D	UECS1	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEP9D	UECS1	26.04									
		2-Wire Voice Grade Loop (SL 2) - Zone 1			1	UEP9D	UECS2	16.68									
		2-Wire Voice Grade Loop (SL 2) - Zone 2			2	UEP9D	UECS2	23.13									
		2-Wire Voice Grade Loop (SL 2) - Zone 3			3	UEP9D	UECS2	28.46									
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP9D	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69			1.97
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP9D	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69			1.97
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area				UEP9D	UEPYC	1.13	40.30	19.90	24.98	6.65		15.69			1.97
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area				UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65		15.69			1.97

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPVV	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
	AL, KY, LA, MS, SC, & TN Only							40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65		15.69			1.97	

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69			1.97	
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69			1.97	
		Local Switching															
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.7996						15.69			1.97	
		Local Number Portability															
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP9D	UEPVF	3.04						31.38			3.94	
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42					31.38			3.94	
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04						31.38			3.94	
													31.38			3.94	
		NARS															
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				31.38			3.94	
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				31.38			3.94	
		Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00				31.38			3.94	
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9D	CEND6	8.86	239.14	37.56	120.05	7.54		15.69			1.97	
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	404.94	191.80	145.50	4.93		15.69			1.97	
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51					15.69			1.97	
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.30	81.25	54.94	33.54	13.82		15.69			1.97	
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0167										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56						15.69			1.97	
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56						15.69			1.97	
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56						15.69			1.97	
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56						15.69			1.97	

[illegible]

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B				
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																				
OPERATIONAL SUPPORT SYSTEMS																				
NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																				
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																				
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)							SOMEC		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																				
		2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1				I	1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2				I	2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3				I	3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		Loop Testing - Basic 1st Half Hour						UEANL	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour						UEANL	URETA		23.33	23.33								
		Engineering Information Document (EI)						UEANL			28.80	28.80								
		Manual Order Coordination for UVL-SL1s (per loop)*						UEANL	UEAMC		36.46	36.46								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *						UEANL	OCOSL		36.52	36.52								
2-WIRE UNBUNDLED COPPER LOOP																				
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1				I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99	
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2				I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99	
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3				I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99	
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)						UEQ	USBMC		36.52	36.52								
		Engineering Information Document						UEQ			28.80	28.80								
		Loop Testing - Basic 1st Half Hour						UEQ	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour						UEQ	URETA		23.33	23.33								
UNBUNDLED EXCHANGE ACCESS LOOP																				
		2-WIRE ANALOG VOICE GRADE LOOP																		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1				I	1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1				I		UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2				I	2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2				I		UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3				I	3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3				I		UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
UNBUNDLED EXCHANGE ACCESS LOOP																				
		2-WIRE ANALOG VOICE GRADE LOOP																		
		CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)						UEANL	UREWO		31.99	20.02				20.35	10.54	13.32	13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	38.34					20.35	10.54	13.32	13.32
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.00	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.37	33.14					20.35	10.54	13.32	13.32
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.37	33.14					20.35	10.54	13.32	13.32
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70				20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.89	38.75					20.35	10.54	13.32	13.32
		2-WIRE Unbundled COPPER LOOP															
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	I	sw	UCL	UCLPB	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCLPW	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL2L	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL2W	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)	I		UEQ	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		4-WIRE COPPER LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4S	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide	I	sw	UCL	UCL4W	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	I	sw	UCL	UCL4L	12.15	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL4O	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS	ULM2L		65.40	65.40								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		710.71	23.77								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		65.44	65.44								
SUB-LOOPS																	
Sub-Loop Distribution																	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect		OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29									
		Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.35	7.82					20.34	10.54	13.32	13.32	
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32	
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32	
		Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.45	2.48	2.48					20.35	10.54	13.32	13.32	
		Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56					20.35	10.54	13.32	13.32	
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51					20.35	10.54	13.32	13.32	
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		0.74	0.74					20.35	10.54	13.32	13.32	
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		0.74	0.74					20.35	10.54	13.32	13.32	
SUB-LOOPS																		
		Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25										
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68									
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32	
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32	
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32	
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99	
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29										
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS RATES (\$)					
												SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																	
		Sub-Loop Feeder															
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	14.11										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - STS-1 - Per Mile Per Month			UDLSX	1L5SL	14.11										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-3 - Per Mile Per Month			UDLO3	1L5SL	10.71										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	13.18										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	43.22										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	361.44	789.41	407.68	165.17	501.31						
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring				OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.069	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
					UEANL,UEF,UEQ,U												
		Unbundled Contract Name, Provisioning Only - No Rate			ENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period															
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.67	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		100.00	100.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		100.00	100.00								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.6888	0.6888								
HIGH FREQUENCY SPECTRUM																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	100.00	150.00	0.00	150.00	0.00		0.00				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	25.00	150.00	0.00	150.00	0.00		0.00				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	150.00	0.00	150.00	0.00		0.00				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
		Line Sharing - per Line Activation	I		ULS	ULSDC	0.61	40.00	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		30.00	15.00					20.35	10.54		
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
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							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79						
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79						
UNBUNDLED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat- Facility Termination per month			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	8.66	8.66
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	19.43	199.33	24.16	54.81	4.80			20.35	10.54	13.32	13.32
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	19.43	199.33	24.16	54.81	4.80			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	20.56	201.53	24.83	55.52	5.51			20.35	20.35	13.32	13.32
		Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1	40.99	277.35	233.26	33.18	22.30			45.68	1.76	21.75	1.76
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	44.47	42.62			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	6.34	4.23			20.35	9.80	11.49	1.18
		STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	6.34	4.23			20.35	21.09	9.80	9.80
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	53.23										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,219.22	169.75	453.22	339.34			20.35	21.09	9.80	10.54
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	53.23										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,219.22	169.75	453.22	339.34			20.35	21.09	9.80	10.54
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	53.23										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,219.22	169.75	453.22	339.34			20.35	21.09	9.80	10.54
TRANSPORT OTHER																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		185.16	23.85	2.03	0.79			20.35	21.09	9.80	10.54
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		185.16	23.85	2.03	0.79			20.35	21.09	9.80	10.54
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000354										
		LIDB Validation Per Query			OQU		0.0117403										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03						20.35	20.35	13.28	13.28
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00					20.35	20.35	13.32	13.32
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00					20.35	20.35	13.32	13.32
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.01										
		CNAM for Non DB Owners, Per Query			OQV		0.01										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28	13.28
OPERATOR CALL PROCESSING																	

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00					19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00					19.99	19.99		
		Unbranding via OLNS for UNEP CLEC															
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
		DIRECTORY ASSISTANCE ACCESS SERVICE															
		Directory Assistance Access Service Calls, Charge Per Call					0.25										
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
		DIRECTORY TRANSPORT															
		SWA Common transport per Directory Assistance Access Service Call					0.0003										
		SWA Common Transport per Directory Assistance Access Service Call Mile					0.00004										
		Access Tandem Switching per Directory Assistance Access Service Call					0.00055										
		DS3 to DS1 Multiplexer per DA Access Service Call					0.00018										
DIRECTORY ASSISTANCE SERVICES																	
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
		Facility Based CLEC															
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
		UNEP CLEC															
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
		Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					30.89	7.03		
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			CLO	EAF		2,848.30	2,848.30								
		Virtual Collocation - Cable Installation Cost, per cable			CLO	ESPCX		2,750.00	2,750.00								
		Virtual Collocation - Floor Space, per sq. ft.			CLO	ESPVX	3.20										
		Virtual Collocation - Power, per breaker amp			CLO	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			CLO	ESPSX	13.35										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring			Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l		First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			CLO	CNC2F	15.64	41.56	29.82									
		Virtual Collocation - 4-Fiber Cross Connects			CLO	CNC4F	28.11	50.53	38.78									
		Virtual Collocatin - DS1 Cross Connects			USL,ULC,CLO	CNC1X	1.319	32.22	17.76	10.46	8.75							
		Virtual Collocatin - DS3 Cross Connects			USL,ULC,CLO	CND3X	56.25	151.90	11.83									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	PE1ES	0.0031											
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	PE1DS	0.0045											
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS			555.03										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS			555.03										
		Virtual Collocatin - Security Escort - Basic, per half hour			CLO	SPTBX		41.00	25.00									
		Virtual Collocatin - Security Escort - Overtime, per half hour			CLO	SPTOX		48.00	30.00									
		Virtual Collocatin - Security Escort - Premium, per half hour			CLO	SPTPX		55.00	35.00									
		Virtual Collocatin - Maintenance in CO - Basic, per half hour			CLO	CTRLX		30.64	30.64									
		Virtual Collocatin - Maintenance in CO - Overtime, per half hour			CLO	SPTOM		35.77	35.77									
		Virtual Collocatin - Maintenance in CO - Premium per half hour			CLO	SPTPM		40.90	40.90									
VIRTUAL COLLOCATION																		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res			UEPRX	PE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1			UEPDD	VE1R4	0.50	19.20	19.20					19.99	19.99	19.99	19.99	
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					19.99	19.99	19.99	19.99	
VIRTUAL COLLOCATION																		
AIN SELECTIVE CARRIER ROUTING																		
		Regional Service Establishment			SRC	SRCEC		391,788.00						19.99	19.99	19.99	19.99	
		End Office Establishment			SRC	SRCEO		320.53	320.53					19.99	19.99	19.99	19.99	
		Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06					19.99	19.99	19.99	19.99	
		Query NRC, per query			SRC		0.000448											
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																		
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28	
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28	
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28	
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28	
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28	
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024											
		AIN SMS Access Service - Session, Per Minute					0.0820123											
		AIN SMS Access Service - Company Performed Session, Per Minute					2.27											
AIN - BELL SOUTH AIN TOOLKIT SERVICE																		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
									First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC			132.04	132.04					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Training Session, Per Customer				BAPVX			7,915.00	7,915.00					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT			31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD			31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM			31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO			85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC			85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF			85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Query Charge, Per Query						0.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query						0.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS		17.43	33.52	33.52					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS		0.1321116	36.23	36.23					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS		17.35	33.52	33.52					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES		0.0511435	36.23	36.23					20.35	20.35	13.28	13.28
ENHANCED EXTENDED LINK (EELs)																		
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																		
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																		
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																		
NOTE: In GA, TN, KY, LA & MS, the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																		
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2		16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2		21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2		28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX		0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1		77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		DS1 Channelization System Per Month			UNC1X	MQ1		80.77	214.52	49.95	75.98	13.60						
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG		0.91	5.70	4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2		16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2		21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2		28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG		0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC			52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring				OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.25	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.17	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3525										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.25	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.17	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3525										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.82	5.70	4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.82	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3525										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.82	5.70	4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.82	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	848.99	428.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	319.48	126.63	45.53	17.05						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	18.58	79.86	44.06	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.75	35.47	72.94	10.85			20.35	21.09	9.80	10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.25	108.75	35.47	72.94	10.85			20.35	21.09	9.80	10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.17	108.75	35.47	72.94	10.85			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	374.24	240.23	180.87	106.78	45.24						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	848.99	428.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	389.35	240.23	180.87	106.78	45.24						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	428.01	153.61	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.00	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	214.52	49.95	75.98	13.60						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.10	6.16	0.60								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.00	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring					OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.10	6.16	0.60								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	428.01	153.61	64.43	35.43			20.35	21.09	9.80	10.54
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	222.98	319.48	126.63	45.53	17.05						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	6.52	2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	22.10	58.54	38.32	13.98	8.59			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	22.10	58.54	38.32	13.98	8.59			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																	
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																	
When used as ordinary combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																	
Node (SynchroNet)																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS RATES (\$)					
									First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge				UNCSX	UNCCC		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 and above=four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month				UNCXV	ULDV2	19.43									
		Local Channel - Dedicated - 4-Wire Voice Grade per month				UNCXV	ULDV4	20.56									
		Local Channel - Dedicated - DS1 Per Month				UNC1X	ULDF1	40.00									
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
Exchange Ports																	
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																	
2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.				UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.				UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.				UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.				UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)				UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)				UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)				UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)				UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)				UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)				UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)				UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Subsequent Activity				UEPSR	USASC	0.00	0.00	0.00							
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 - 2-Wire Analog Line Port without Caller ID - Bus				UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.				UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.				UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.				UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus				UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)				UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)				UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
		FEATURES															
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
		EXCHANGE PORT RATES (DID & PBX)															
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
		FEATURES															
		All Available Vertical Features			UEPSP	UEPSE	0.00	0.00	0.00					20.35	10.54	13.32	1.40
		EXCHANGE PORT RATES (COIN)															
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
		EXCHANGE PORT RATES (DID & PBX)															
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			19.99	19.99	19.99	19.99
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	16.26	30.23	29.49	4.10	4.10			41.43	42.17	9.80	9.80
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
		Exchange Ports - 2-Wire ISDN Port – Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			40.69	42.17	9.07	10.54
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					0.0008041										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
															OSS RATES (\$)					
	Tandem Switching (Port Usage) (Local or Access Tandem)																			
	Tandem Switching Function Per MOU									0.0009778										
	Common Transport																			
	Common Transport - Per Mile, Per MOU									0.0000064										
	Common Transport - Facilities Termination Per MOU									0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																				
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																				
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																				
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																				
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																				
UNE Port/Loop Combination Rates																				
	2-Wire VG Loop/Port Combo - Zone 1						1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2						2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3						3			23.02										
UNE Loop Rates																				
	2-Wire Voice Grade Loop (SL1) - Zone 1						1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2						2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3						3	UEPRX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (Res)																				
	2-Wire voice unbundled port - residence							UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res							UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - res							UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res							UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)							UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)							UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)							UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)							UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)							UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)							UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)							UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
FEATURES																				
	All Features Offered							UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
LOCAL NUMBER PORTABILITY																				
	Local Number Portability (1 per port)							UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is							UEPRX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change							UEPRX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update										0.76						7.97			
ADDITIONAL NRCs																				
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity							UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																				
UNE Port/Loop Combination Rates																				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2								30.89	7.03		
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
		ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect			OSS RATES (\$)			
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX) UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45				30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS RATES (\$)					
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88							30.89	7.03		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88							30.89	7.03		
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00								
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		FEATURES															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00					30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.27										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	34.78										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.32										
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR USL2X	16.20										
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR USL2X	18.71										
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR USL2X	28.25										
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR UEPPB	16.07	141.75	118.37	49.20	43.26			19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR USACB	0.00	117.23	117.23					19.99	19.99		
		ADDITIONAL NRCs															
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR USASB		212.88						19.99	19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB	UEPPR LNPCX	0.35	0.00	0.00								
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR U1UCA	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB	UEPPR U1UCB	0.00	0.00	0.00								
		CSD			UEPPB	UEPPR U1UCC	0.00	0.00	0.00								
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR U1UCD	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB	UEPPR U1UCE	0.00	0.00	0.00								
		CSD			UEPPB	UEPPR U1UCF	0.00	0.00	0.00								
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB	UEPPR U1UMA	0.00	0.00	0.00								
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR UEPVF	0.00	0.00	0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR M1GNC	17.91	53.99	17.37					19.99	19.99		
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR M1GNM	0.173	0.00	0.00								
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.94						19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70					19.99	19.99		
		LOCAL NUMBER PORTABILITY															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS RATES (\$)					
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provsioning Only)															
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99		
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99		
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	28.39						19.99	19.99		
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	28.39						19.99	19.99		
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91					19.99	19.99		
		ADDITIONAL NRCS															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
		BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00	590.00					19.99	19.99		
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00					19.99	19.99		
		Alternate Mark Inversion															
		AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00							19.99	19.99		
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																	
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																	
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																	
Each System can have up to 24 combinations of rates depending on type and number of ports used																	
UNE DS1 Loop																	
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																	
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
		192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
		576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																	
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																	
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																	
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99		
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																	
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																	
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99			
Bipolar 8 Zero Substitution																	
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
Alternate Mark Inversion (AMI)																	
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																	
Exchange Ports																	
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			30.89	7.03		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03		
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80			30.89	7.03		
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57			30.89	7.03		
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																	
These scenarios include:																	
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida, North Carolina and South Carolina.																	
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																	
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																	
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL, NC and SC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																	
The Market Rate for unbundled ports includes all available features in all states.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																	
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
2-Wire Voice Grade Line Port (Res)																	
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		

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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS RATES (\$)			
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
		FEATURES															
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50								
		ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03		
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00							30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00							30.89	7.03		
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00					30.89	7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	14.00	90.00	90.00					30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										
		FEATURES															
		NONRECURRING CHARGES - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50								
		ADDITIONAL NRCs														20.00	20.00
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00					30.89	7.03		
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					19.99	19.99	19.99	19.99
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00							30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50								
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					30.89	7.03		
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS																	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.26										

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

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l		First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29					30.89	7.03		
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60						30.89	7.03		
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60						30.89	7.03		
		Secondary Block, per Block			UEP91	M2CC1	0.00	73.55						30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57							30.89		
		UNE-P CENTREX - 5ESS (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		

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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS RATES (\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only							22.14	15.25	8.45	3.91						
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS RATES (\$)					
												SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9D	UAROY	0.00	0.00	0.00								
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67									
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS RATES (\$)						
								Rec	Nonrecurring					SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
									First	Add'l		First	Add'l							
							3	UEP9E	UECS2			28.28								
							</													

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring			Nonrecurring Disconnect	OSS RATES (\$)					
								First	Add'l		First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29					30.89	7.03		
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60						30.89	7.03		
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60						30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57						30.89	7.03		
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98										
UNE Loop Rate																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
UNE Port Rate																	
AL, KY, LA, MS, & TN only																	
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECE	SOMAN	OSS RATES (\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		Local Switching															
		Centrex Intercom Functionality, per port			UEP93	URECS	0.6381										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP93	UEPVF	0.00						30.89				
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00						30.89				
		NARS															
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP93	UAROXX	0.00	0.00	0.00								
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67									
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
		Note 2 - Requires Interoffice Channel Mileage															
		Note 3 - Requires Specific Customer Premises Equipment															

ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Excel.
- 2.1.9 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and it's the IP's Serving Wire Center.

- 2.1.10 **Local Traffic** is as defined in Section 5 of this Attachment.
- 2.1.11 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.12 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.13 **Transit Traffic** is traffic originating on Excel's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Excel's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Excel owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which local traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.
 - 3.2.1.1 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point which is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate the IP for its originated traffic. Additional IP(s) in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to additional IPs, each Party will designate the IP for its originated traffic. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).
- 3.3 **Interconnection via Dedicated Facilities**
 - 3.3.1 **Local Channel Facilities.** As part of network interconnection, the originating Party may obtain Local Channel facilities from the terminating Party. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to

the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment.

- 3.3.2 **Dedicated Interoffice Facilities.** As a part of network interconnection, the originating Party may obtain Dedicated Interoffice Facilities. The portion of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to the portion of the Dedicated Interoffice Facility used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment.

3.4 **Fiber Meet**

- 3.4.1 If Excel elects to interconnect with BellSouth pursuant to a Fiber Meet, Excel and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Excel's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network .
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Excel Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility .
- 3.4.4 Upon verbal request by Excel, BellSouth shall allow Excel access to the fusion splice point for the Fiber Meet point for maintenance purposes on Excel's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for it's the Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic . All the appropriate charges will apply. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and Excel shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks

in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

- 4.2 Excel shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Excel's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Excel desires to deliver Local Traffic and/or Transit Traffic BellSouth access tandems within the LATA, other than the tandems(s) to which Excel has established interconnection trunk groups, Excel shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Excel shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Excel has homed (i.e. assigned) its NPA/NXXs. Excel shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Excel shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Excel's NXX access tandem homing arrangement as specified by Excel in the LERG.
- 4.4 Any Excel interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Excel from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Excel to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Excel are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. Excel shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

- 4.8 In cases where Excel is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group, including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in Attachment 9 to this Agreement. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Excel's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties Local Traffic . Excel shall order such two-way trunks via the Access Service Request (ASR) process. . BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.
- 4.10.2 **BellSouth Access Tandem Interconnection**
- 4.10.2.1 BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.2.2 **Basic Architecture**
- 4.10.2.2.1 In the basic architecture, Excel's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Excel and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Excel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Excel desires to exchange traffic. This trunk group also carries Excel

originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Excel. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.3 One-Way Trunk Group Architecture

4.10.2.3.1 In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Excel-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for Excel end-users. A two-way trunk group provides Intratandem Access for Excel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Excel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Excel desires to exchange traffic. This trunk group also carries Excel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Excel. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.4 Two-Way Trunk Group Architecture

4.10.2.4.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between Excel and BellSouth. In addition, a separate two-way transit trunk group must be established for Excel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Excel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Excel desires to exchange traffic. This trunk group also carries Excel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Excel. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.5 **Supergroup Architecture**

- 4.10.2.5.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and Excel's Transit Traffic are exchanged on a single two-way trunk group between Excel and BellSouth to provide Intratandem Access to Excel. This trunk group carries Transit Traffic between Excel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Excel desires to exchange traffic. This trunk group also carries Excel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Excel. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit D..

4.10.3 **Multiple Tandem Access Interconnection**

- 4.10.3.1 Where Excel does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Excel may utilize BellSouth multiple tandem access interconnection (MTA). To utilize MTA Excel must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Excel's originated Local Traffic for LATA wide transport and termination. Excel must also establish an interconnection trunk group(s) at all BellSouth access tandems where Excel NXXs are homed as described in Section 4.2.1 above. If Excel does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Excel can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Excel's Local Traffic to end-users served through those BellSouth access tandems where Excel does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 4.10.3.2 Excel may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Excel will be delivered to and from IXCs based on Excel's NXX access tandem homing arrangement as specified by Excel in the LERG.
- 4.10.3.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.3.4 To the extent Excel does not purchase MTA in a LATA served by multiple access tandems, Excel must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Excel routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Excel agrees to pay BellSouth the associated transport and termination charges.

4.10.4 **Local Tandem Interconnection**

4.10.4.1 Local Tandem Interconnection arrangement allows Excel to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Excel-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, Excel must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Excel may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Excel may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Excel does not choose to establish an interconnection trunk group(s). It is Excel's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Excel's codes. Likewise, Excel shall obtain its routing information from the LERG.

4.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Excel must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Excel has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that Excel has executed the necessary Local Interconnection Agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.5 Direct End Office-to-End Office Interconnection

4.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

4.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

4.10.5.2.1 (1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Excel and BellSouth's subscribers.

4.10.5.2.2 (2) Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between a Excel switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Excel switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between Excel's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.5.2.3 (3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.

4.10.6 Transit Traffic Trunk Group

4.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Excel to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.6.2 Toll Free Traffic

4.10.6.2.1 If Excel chooses BellSouth to handle Toll Free database queries from its switches, all Excel originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

- 4.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which Excel requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.6.2.3 Excel may handle its own Toll Free database queries from its switch. If so, Excel will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, Excel will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, Excel will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Excel is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Excel will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth’s access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 4.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which Excel performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where

technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and Excel will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Excel will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this agreement, Excel shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth’s region. Upon receipt of Excel’s forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Excel-to-BellSouth one-way trunks (“Excel Trunks”), BellSouth-to-Excel one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering Excel’s provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.
- 5.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Excel location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 5.7.4 Once initial interconnection trunk forecasts have been developed, Excel shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Excel shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of Excel’s forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.
- 5.8 **Trunk Utilization**
- 5.8.1 BellSouth and Excel shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed reciprocal trunk groups and/or two-way interconnection trunk groups, subject to the provisions of the section following, BellSouth may disconnect any non-utilized or under-utilized

reciprocal trunk(s) and Excel shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. BellSouth may request Excel to disconnect any under-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. Excel shall comply with all such requests, subject to Section 3.8.1.1 below. Under-utilized trunks are defined as the trunks being utilized at less than 85% as a result of a time consistent busy hour utilization.

5.8.1.1 BellSouth's LISC will notify the Excel of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Excel interface. Excel will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected Local Number Ported (LNP) and traffic volumes and the timeframes within which Excel expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Excel to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Excel. The due date of these orders will be four weeks after Excel was first notified in writing of the underutilization of the trunk groups.

5.8.1.2 Excel monitors all direct trunks from Excel to BellSouth. If Excel wishes to disconnect any such trunks, Excel shall issue an ASR to do so.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty-five percent (85%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

6.1 BellSouth and Excel shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Excel shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user

of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access.
- 7.1.3 Neither Party shall pay compensation to the other Party for the transportation and termination of Local Traffic or ISP-bound Traffic.
- 7.1.4 The elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.9 and 7.9.1 below.
- 7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of payment of reciprocal compensation.
- 7.1.6 If Excel assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Excel end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Excel customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to Excel shall be due therefor. Further, Excel agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Excel at BellSouth's switched access tariff rates.
- 7.2 If Excel does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Excel NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Excel can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit

Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.4 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 7.5 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Excel. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.6 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Excel shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than

one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditors paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.7 **Compensation for 8XX Traffic**

7.7.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

7.7.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.7.3 8XX Access Screening. BellSouth's provision of 8XX TFD to Excel requires interconnection from Excel to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Excel shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Excel desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

7.8 **Mutual Provision of Switched Access Service**

7.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be compensated as local.

7.8.2 If the BellSouth end user chooses Excel as their presubscribed interexchange carrier, or if the BellSouth end user uses Excel as an interexchange carrier on a 101XXXX basis, BellSouth will charge Excel the appropriate BellSouth tariff charges for originating switched access services

- 7.8.3 For originating or terminating switched access traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff..
- 7.8.4 When Excel's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 7.8.5 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.
- 7.8.6 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 7.8.7 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.8.8 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

- 7.8.9 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 7.8.10 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.8.11 Excel agrees not to deliver switched access traffic to BellSouth for termination except over Excel ordered switched access trunks and facilities.
- 7.9 **Transit Traffic**
- 7.9.1 BellSouth shall provide tandem switching and transport services for Excel's Transit Traffic. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Excel's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Excel's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between Excel and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Excel and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 7.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties
- 7.9.3 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and

will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Excel is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Excel. Excel agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of Excel. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Excel's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Excel is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Excel and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Excel have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC).

For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Excel may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Excel that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Excel will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Excel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Excel's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Excel will pay, the total non-recurring and recurring charges for the NNI port. Excel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Excel's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the Excel and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Excel orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Excel Frame Relay switch, BellSouth will invoice, and Excel will pay, the total non-recurring

and recurring PVC charges for the PVC segment between the BellSouth and Excel Frame Relay switches. If the VC is a Local VC, Excel will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Excel for the PVC segment.

- 8.9.2 If BellSouth orders a Local VC connection between a Excel subscriber's PVC segment and a PVC segment from the Excel Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Excel will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Excel Frame Relay switches. If the VC is a Local VC, Excel will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Excel for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If Excel requests a change, BellSouth will invoice and Excel will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Excel will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 Excel will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 8.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty

day period, they will submit this matter to the appropriate State commission(s) for resolution.

9. OPERATIONAL SUPPORT SYSTEMS (OSS)

- 9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff No., for Access Service Records.

Exhibit B

Basic Architecture

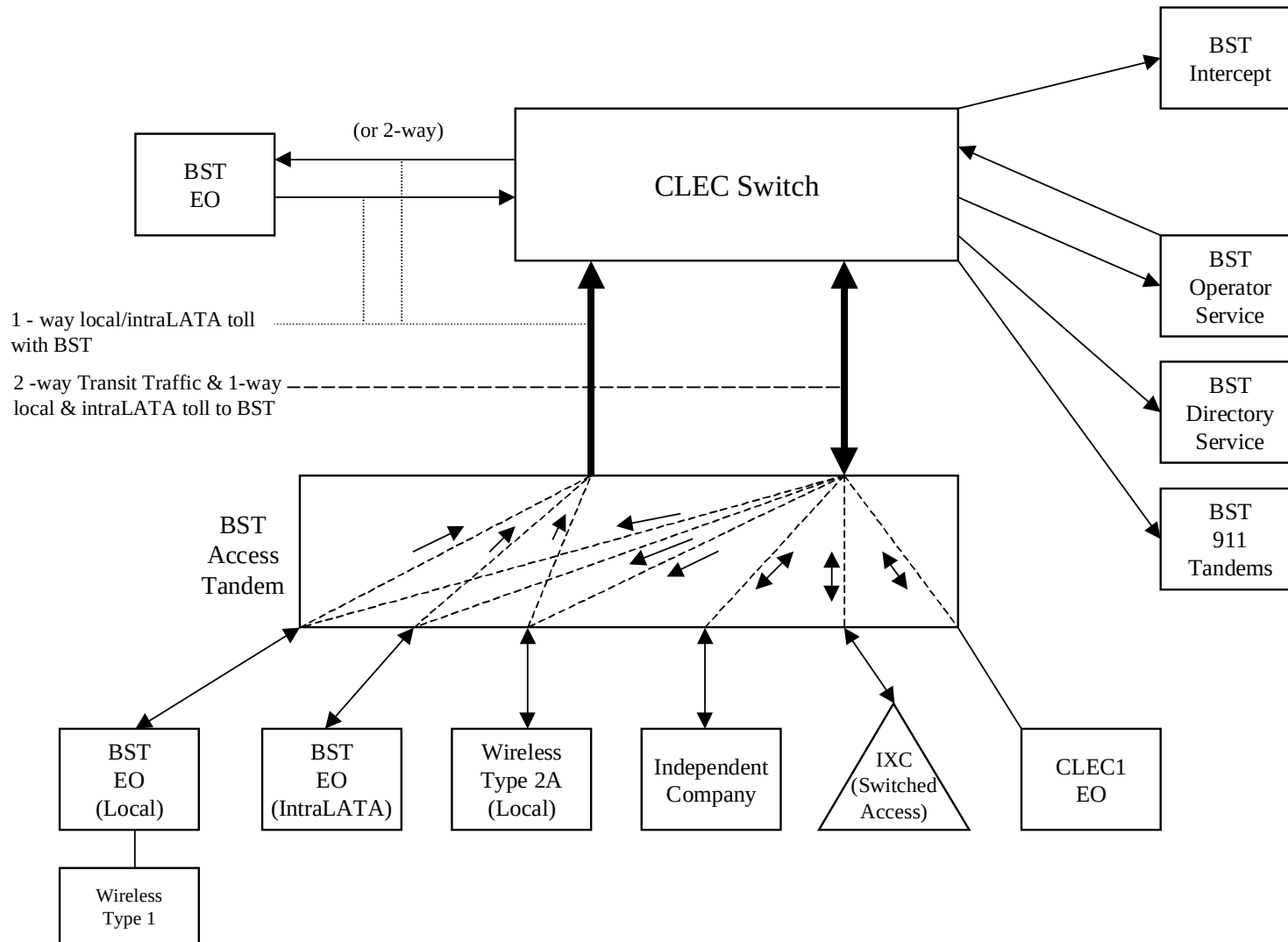


Exhibit C

One-Way Architecture

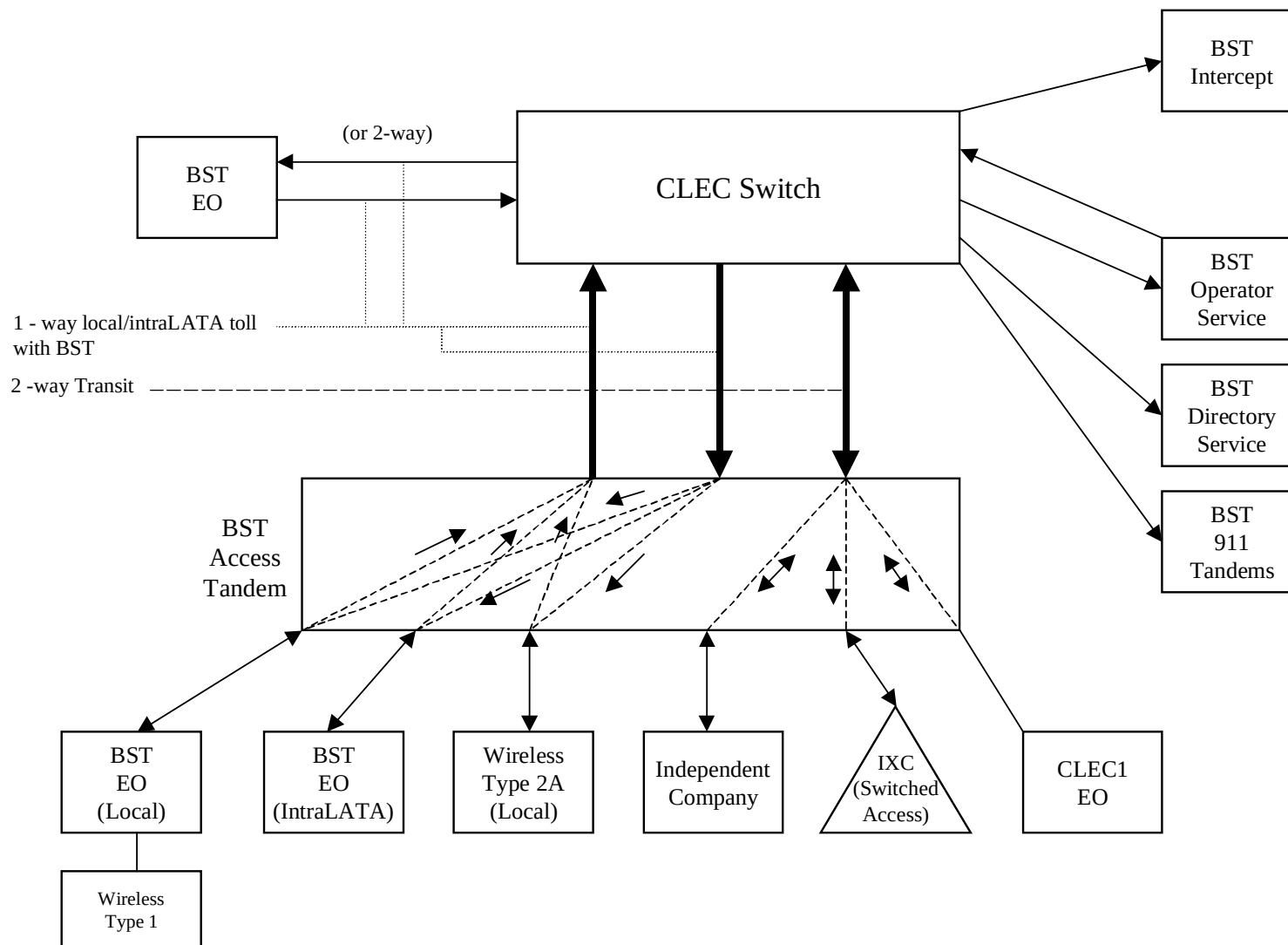


Exhibit D

Two-Way Architecture

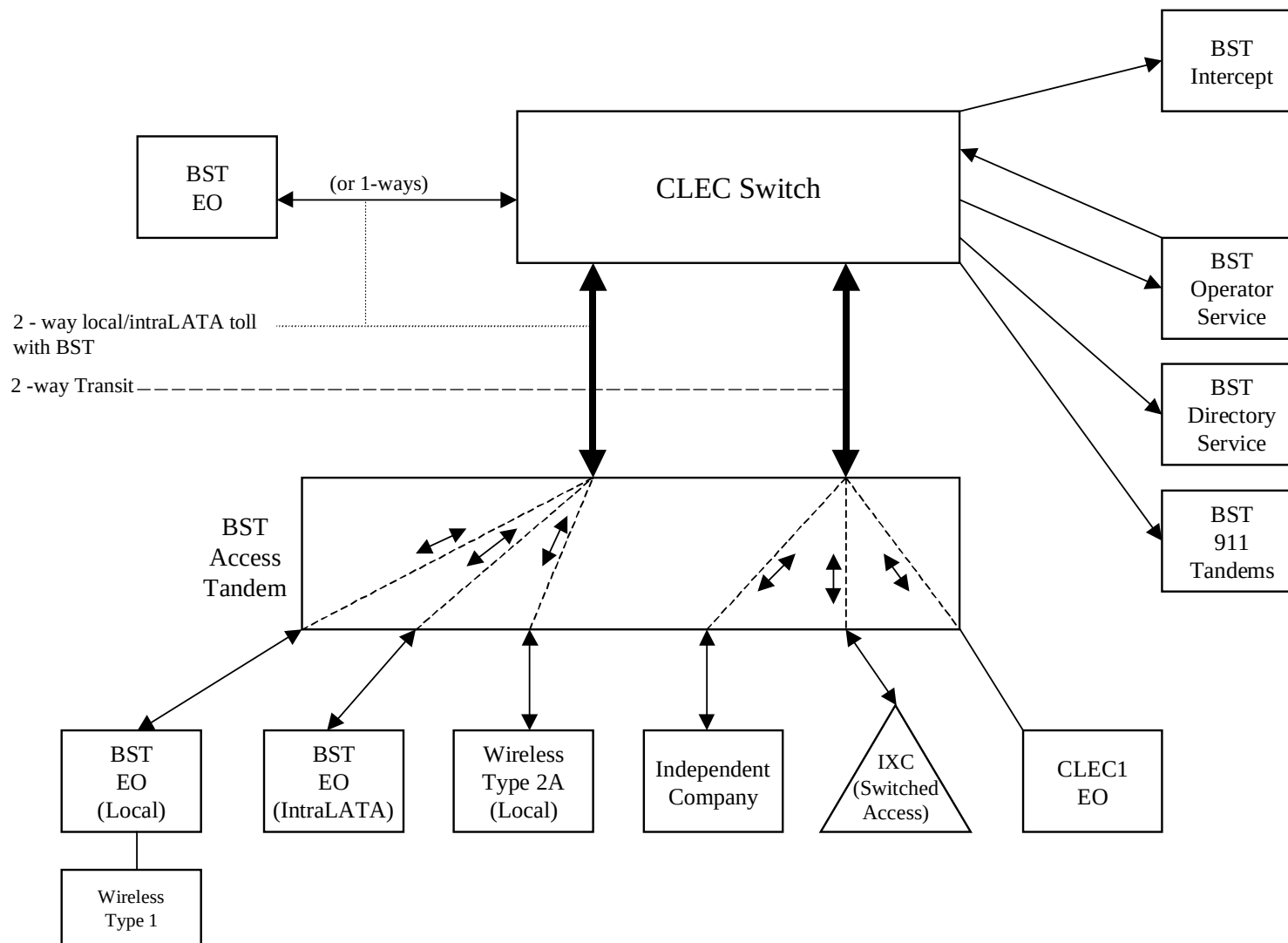
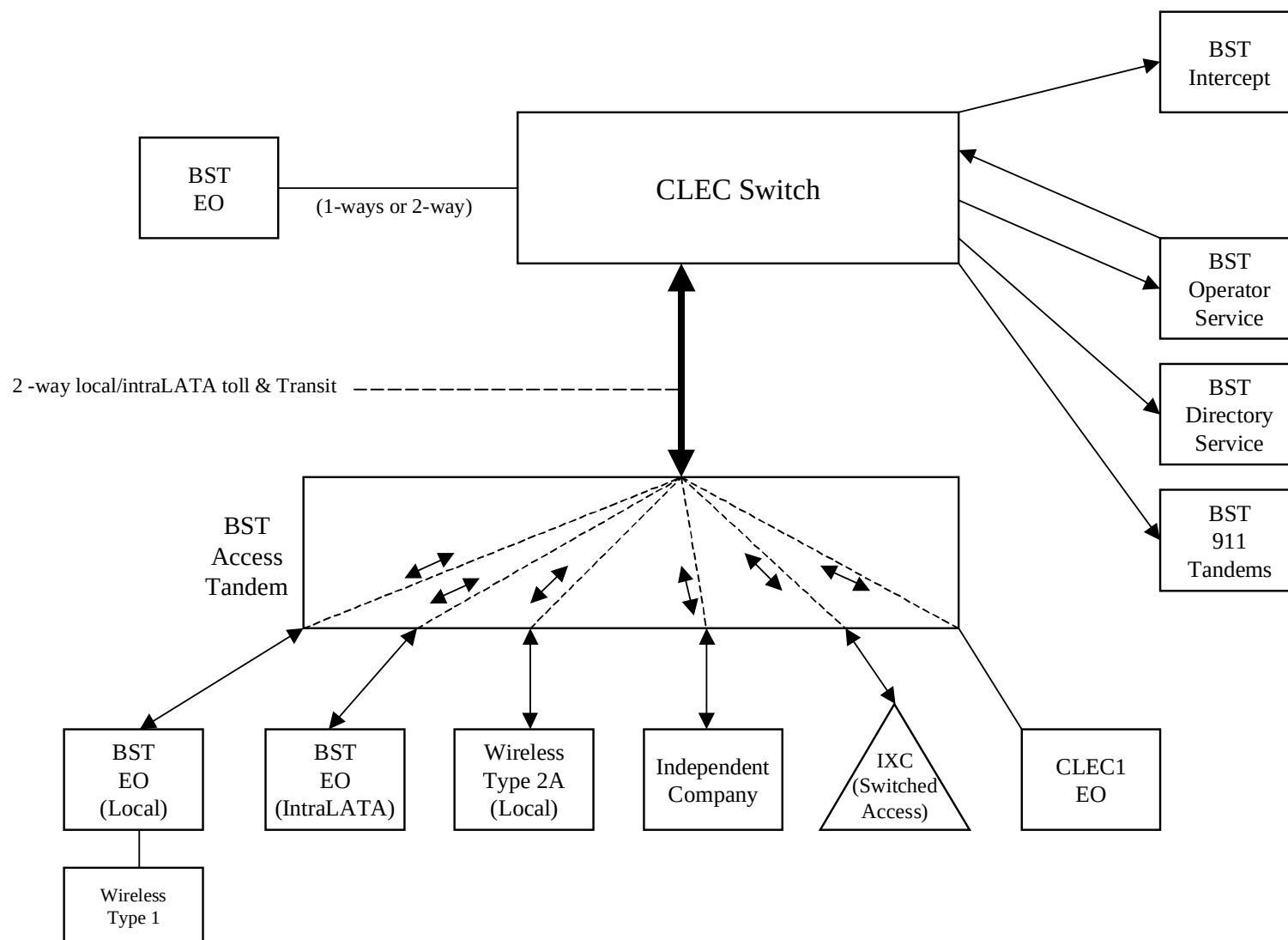


Exhibit E

Supergroup Architecture



BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Alabama

Attachment 3
Exhibit A
Rates - Page 1

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0009900										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0005692										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0005692										
	Tandem Intermediary Charge, per MOU*				OHD		\$0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$333.69	\$56.91								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000026										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0003685										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1MS	1L5NF	\$0.0101										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month				OHL OH1MS	1L5NF	\$24.15	\$81.07	\$54.62	\$33.47	\$13.79						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1MS	1L5NK	\$0.0101										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1MS	1L5NK	\$17.28	\$114.54									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1MS	1L5NK	\$0.0101										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1MS	1L5NK	\$17.28	\$114.54	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1MS	1L5NL	\$0.2067										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1MS	1L5NL	\$68.75	\$211.32									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OH3 OH3MS	1L5NM	\$4.67										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OH3 OH3MS	1L5NM	\$804.02	\$677.87									
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month				OHL	TEFV2	\$15.9	\$459.47									
	Local Channel - Dedicated - 4-Wire Voice Grade per month				OHL	TEFV4	\$17.06	\$461.28									
	Local Channel - Dedicated - DS1 per month				OH1	TEFHG	\$41.52	\$399.32									

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Alabama

Attachment 3
Exhibit A
Rates - Page 2

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES					
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect						
								First	Add'l	First	Add'l					
								First	Add'l	First	Add'l					
SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$487.97	\$1,041.9								
		LOCAL INTERCONNECTION MID-SPAN MEET														
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.														
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00							
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00							
		MULTIPLEXERS														
		Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	\$122.5	\$182.08	\$125.14	\$21.07	\$19.56					
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$201.37	\$356.28	\$187.94	\$66.51	\$63.65					
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$15.39	\$13.15	\$9.43							
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.														

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Florida

Attachment 3
Exhibit A
Rates - Page 3

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	SOMEK	SOMAN
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0010739										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0006948										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0006948										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$336.43	\$57.38								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.000004										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0005										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF											
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$26.52	\$81.09	\$54.83	\$31.01	\$12.78						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$19.31	\$112.12									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$19.31	\$112.12									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.2										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$92.62	\$208.89									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Florida

Attachment 3
Exhibit A
Rates - Page 4

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$4.17										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$1,121.93	\$669.25									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$29.33	\$454.27									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$30.5	\$455.99									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$30.5	\$396.21									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$568.2	\$1,124.83									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00									
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$153.6	\$182.14	\$125.18	\$19.52	\$18.14						
					OH3 OH3MS	SATNS	\$220.97	\$356.4	\$188.000	\$61.61	\$58.98						
		DS3 to DS1 Channel System per month															
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$14.40	\$13.16	\$9.43								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Georgia

Attachment 3
Exhibit A
Rates - Page 5

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	OSS RATES									
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0017897										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0011009										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0011009										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$333.28	\$56.84								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.000008										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004152										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0222										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$17.07	\$79.61	\$36.08								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0222										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.45	\$79.61									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0222										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.45	\$79.61									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.4523										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$78.47	\$147.07									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Georgia

Attachment 3
Exhibit A
Rates - Page 6

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	OSS RATES										
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring	Disconnect								
First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$788.00	\$633.41									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$13.91	\$62.4									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$14.99	\$368.44									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$38.36	\$478.46									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$527.84	\$661.81									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$126.22	\$198.22	\$123.59	\$31.03	\$19.75						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$182.04	\$265.91	\$188.78	\$72.5	\$59.96						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$11.02	\$12.02	\$8.66								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Kentucky

Attachment 3
Exhibit A
Rates - Page 7

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Nonrecurring	Disconnect																
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0015711										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0007555										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0007555										
	Tandem Intermediary Charge, per MOU*				OHD		\$0.001096										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.09	\$57.12								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000031										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.000757										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0118										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$27.66	\$142.31	\$56.21								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0118										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$29.51	\$114.36									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0118										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$29.51	\$114.4	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.2407										

**BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Kentucky**

Attachment 3
Exhibit A
Rates - Page 8

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	\$97.38	\$211.18									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$5.1										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$1,191.53	\$677.69									
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$18.16	\$459.37									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$20.12	\$461.18									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$44.63	\$399.3									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$595.5	\$1,141.54									
	LOCAL INTERCONNECTION MID-SPAN MEET																
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$139.65	\$182.14	\$125.19	\$21.00	\$19.52						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$194.82	\$356.4	\$188.000	\$66.63	\$63.44						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$14.43	\$13.16	\$9.43								
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Louisiana

Attachment 3
Exhibit A
Rates - Page 9

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0011550										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0006289										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0006289										
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.94	\$56.98								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000037										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004332										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0165										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$26.12	\$80.98	\$54.76	\$33.91	\$13.97						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0165										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$26.12	\$114.89									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0165										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$26.12	\$114.89	\$0.00	\$0.00	\$0.00						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
	Interoffice Channel - Dedicated Channel - DS1- Per Mile per month				OH1 OH1M	1L5NL	\$0.3367										
	Interoffice Channel - Dedicated Tranport - DS1- Facility Termination per month				OH1 OH1M	1L5NL	\$81.45	\$211.47									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Louisiana

Attachment 3
Exhibit A
Rates - Page 10

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
								First	Add'l	First	Add'l						
SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$7.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$982.87	\$678.88									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$21.44	\$460.03									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$22.7	\$460.04									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$45.1	\$399.53									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$555.75	\$1,144.21									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00									
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$121.5	\$181.88	\$125.01	\$21.36	\$19.84						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.25	\$355.89	\$187.73	\$67.4	\$34.49						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$13.64	\$13.14	\$9.42								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

**BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Mississippi**

Attachment 3
Exhibit A
Rates - Page 11

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0014872										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0006733										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0006733										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.11	\$56.98								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.000003										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004990										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0112										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$24.75	\$80.95	\$54.74	\$34.27	\$14.12						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0112										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.24	\$115.23									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0112										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.24	\$115.23	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.2293										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$63.00	\$209.75									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

**BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Mississippi**

Attachment 3
Exhibit A
Rates - Page 12

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	SOMECS	SOMAN
								First	Add'l	First	Add'l						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$5.43										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$705.42	\$680.03									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$16.39	\$460.72									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$17.59	\$461.68									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$41.4	\$399.92									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$467.62	\$1,146.52									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$125.29	\$181.84	\$124.98	\$21.57	\$20.05						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$207.87	\$355.8	\$187.69	\$68.11	\$65.17						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$15.78	\$13.13	\$9.41								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
North Carolina

Attachment 3
Exhibit A
Rates - Page 13

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0017300										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0012000										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0012000										
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$333.54	\$56.88								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.00001										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.00034										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0282										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$18.01	\$137.48	\$52.58								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0282										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.40	\$137.48									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0282										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$17.40	\$137.48									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.5753										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$71.29	\$217.17									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
North Carolina

Attachment 3
Exhibit A
Rates - Page 14

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	SOMAN	SOMAN
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$112.98										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$720.38	\$794.94									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$14.82	\$553.8									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$15.67	\$562.23									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$35.68	\$534.48									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$508.69	\$562.25									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$146.69	\$197.78	\$140.05								
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.1	\$103.97	\$234.4								
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$16.07	\$13.09	\$9.38								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
South Carolina

Attachment 3
Exhibit A
Rates - Page 15

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0021876										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0014911										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		\$0.0014911										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$335.14	\$57.16								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000121										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004672										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0167										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$24.3	\$81.25	\$54.94	\$33.64	\$13.82						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.76	\$114.89									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.76	\$114.89	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$77.14	\$211.7									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
South Carolina

Attachment 3
Exhibit A
Rates - Page 16

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								First	Add'l	First	Add'l						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$8.02										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$880.65	\$679.4									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$15.33	\$460.49									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$16.54	\$462.31									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$42.62	\$400.21									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$457.93	\$1,144.54									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$134.46	\$182.48	\$125.42	\$21.12	\$19.62						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$233.1	\$403.97	\$234.4								
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$10.8	\$13.18	\$9.45								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Tennessee

Attachment 3
Exhibit A
Rates - Page 17

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	REC	RATES				OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0008041										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0009778										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0009778										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.29	\$57.01								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000064										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0003871										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0174										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$18.58	\$55.39	\$17.37	\$27.96	\$3.51						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$18.53	\$83.35									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$18.53	\$83.35									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.3525										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$75.83	\$131.95									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

BELLSOUTH / VarTec RATES
LOCAL INTERCONNECTION
Tennessee

Attachment 3
Exhibit A
Rates - Page 18

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	REC	RATES				OSS RATES					
								Nonrecurring	Nonrecurring Disconnect	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	\$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	\$848.99	\$504.33									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$19.02	\$254.14									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$20.56	\$257.05									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$40.00	\$310.53									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$623.23	\$811.19									
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$80.77	\$141.87	\$77.11	\$44.47	\$42.62						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$222.98	\$308.03	\$108.47	\$6.43	\$4.23						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$17.58	\$6.07	\$4.66								
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Excel is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Excel 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 where space is available and it is technically feasible, BellSouth will allow Excel to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Excel and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by Excel may contemplate a request for space sufficient to accommodate Excel's growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by Excel may contemplate a request for space sufficient to accommodate Excel's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate <customer_ name>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Excel's cost or materially delay Excel's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Excel wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for

- the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Excel will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
 - 1.5 Use of Space. Excel shall use the Collocation Space for the purposes of installing, maintaining and operating Excel's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
 - 1.6 Rates and Charges. Excel agrees to pay the rates and charges identified in Exhibit C attached hereto.
 - 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
 - 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
 2. **Space Availability Report**
 - 2.1 Space Availability Report. Upon request from Excel, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from Excel for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. 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) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Excel and inform Excel of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Excel to collocate Excel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Excel to have direct access to Excel's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Excel's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Excel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At Excel's expense, Excel may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Excel and Excel's Certified Supplier must comply with the more stringent local building code requirements. Excel's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Excel and provide, at Excel's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Excel to obtain the zoning, permits and/or other licenses. Excel's Certified Supplier shall bill Excel directly for all work performed for Excel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Excel's Certified Supplier. Excel must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Excel's locked enclosure prior to notifying Excel. Upon request, BellSouth shall construct the enclosure for Excel.

3.2.1 BellSouth may elect to review Excel's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Excel indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Excel has indicated their desire to construct their own enclosure. If Excel's Initial Application

does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Excel's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Excel to remove or correct within seven (7) calendar days at Excel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared (Subleased) Caged Collocation. Excel may allow other telecommunications carriers to share Excel's caged collocation arrangement pursuant to terms and conditions agreed to by Excel ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Excel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar 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 Excel that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Excel.
- 3.3.1 Excel, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing 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 Excel 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, Excel shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. 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 Excel 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 Excel's Guests in the 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 permit adjacent collocation arrangements (“Adjacent Arrangement”) on the Premises’ property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Excel and in conformance with BellSouth’s design and construction specifications. Further, Excel shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Excel elect such option, Excel must arrange with a Certified Supplier to construct an 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, Excel and Excel’s Certified Supplier must comply with the more stringent local building code requirements. Excel’s Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Excel’s Certified Supplier shall bill Excel directly for all work performed for Excel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Excel’s Certified Supplier. Excel must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Excel’s locked enclosure prior to notifying Excel.
- 3.4.2 Excel must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Excel’s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth’s guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require Excel to remove or correct within seven (7) calendar days at Excel’s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth’s guidelines and specifications.
- 3.4.3 Excel 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 Excel’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. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Excel’s Certified Supplier shall be responsible, at Excel’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such

arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Excel to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall Excel use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.
- 3.5.1 The CCXC, shall be provisioned through facilities owned by Excel. Such connections to other carriers may be made using either optical or electrical facilities. Excel may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Excel may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Excel is responsible for ensuring the integrity of the signal.
- 3.5.2 Excel shall be responsible for obtaining authorization from the other CLEC(s) involved. Excel must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Excel-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Excel may have the option of constructing its own dedicated support structure.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Excel in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Excel will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Excel that the collocation space is ready for occupancy. In the event that Excel fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Excel and billing will commence on the sixteenth day after BellSouth releases the collocation space. Excel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Excel's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Excel may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Excel's right to occupy the Collocation Space in the event Excel fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Excel at its expense shall remove its equipment and other property from the Collocation Space. Excel shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Excel's Guests, unless Excel'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. Excel shall continue payment of monthly fees to BellSouth until such date as Excel, and if applicable Excel's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should Excel or Excel's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Excel or Excel's Guest at Excel's expense and with no liability for damage or injury to Excel or Excel's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Excel's right to occupy Collocation Space, Excel shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Excel except for ordinary wear and tear, unless otherwise agreed to by the Parties. Excel or Excel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Excel shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of 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 BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's

- property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 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 Excel's failure to comply with this section.
- 5.1.3 Excel shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Excel submits an application for terminations that exceed the total capacity of the collocated equipment, Excel will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 Excel shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 Excel shall place a plaque or other identification affixed to Excel's equipment necessary to identify Excel's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Excel may elect to place Excel-owned or Excel-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Excel will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Excel will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Excel's equipment in the Collocation Space. In the event Excel utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Excel must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Excel is responsible for maintenance of the entrance facilities. At Excel's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to

separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Excel with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Excel's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. Excel may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Excel's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Excel must arrange with BellSouth for BellSouth to splice the Excel provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Excel desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Excel'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. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Excel shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Excel or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Excel's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Excel must make arrangements with a Certified Supplier for such placement.
- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Excel'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. For connections to BellSouth's network, the demarcation point shall be a Excel provided Point of Termination Bay (POT Bay) in a common area within the Premises. Excel shall be responsible for providing, and a supplier certified by BellSouth ("Excel's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Excel's collocation space and the demarcation point. Excel or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Excel desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

- 5.6 Excel's Equipment and Facilities. Excel, or if required by this Attachment, Excel'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 Excel which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Excel and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Excel at least 48 hours before access to the Collocation Space is required. Excel may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Excel will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Excel shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Excel 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 Excel or Excel'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 Excel and returned to BellSouth Access Management within 15 calendar days of Excel'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. Excel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Excel employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with

Excel or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Excel's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Excel. Excel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Excel desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Excel may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Excel desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Excel to access the Collocation Space accompanied by a security escort at Excel's expense. Excel must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Excel shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Excel shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Excel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Excel violates the provisions of this paragraph, BellSouth shall give written notice to Excel, which notice shall direct Excel to cure the violation within forty-eight (48) hours of Excel'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.
- 5.10.1 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 Excel 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 any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 Excel's equipment.

BellSouth will endeavor, but is not required, to provide notice to Excel prior to taking such action and shall have no liability to Excel for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.2 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 Excel 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 Excel 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, Excel 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 section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Excel in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Excel at any time. Any damage caused to the Collocation Space by Excel's employees, agents or representatives during the removal of such property shall be promptly repaired by Excel at its expense.
- 5.12 Alterations. In no case shall Excel or any person acting on behalf of Excel make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Excel. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Excel shall be responsible for the general upkeep of the Collocation Space. Excel shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Excel 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 Initial Application. For Excel or Excel's Guest(s) initial equipment placement, Excel shall submit to BellSouth a Physical Expanded Interconnection Application Document ("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. An application fee will apply.
- 6.3 Subsequent Application. In the event Excel or Excel's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Excel 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 Excel 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.
- 6.3.1 Subsequent Application Fee. The application fee paid by Excel 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 C. 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.
- 6.4 Space Preferences. If Excel has previously requested and received a Space Availability Report for the Premises, Excel may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the Excel's preference(s), Excel may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. 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 the amount of space requested is not available, BellSouth will notify Excel 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 Excel, or differently configured, Excel 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 Premises. 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 Excel or differently configured, Excel 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 Excel 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 Excel or differently configured, Excel 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 Excel that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Excel that BellSouth has no available space in the requested Premises, BellSouth will allow Excel, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 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 Excel to inspect any floor 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 Premises 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, Excel must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If Excel has originally requested caged collocation space and cageless collocation space becomes available, Excel may refuse such space and notify BellSouth in writing within that time that Excel wants to maintain its place on the waiting list without accepting such space. Excel 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 Excel 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 Excel from the waiting list. Upon request, BellSouth will advise Excel 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 Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.

- 6.10.1 In Alabama, Kentucky and North Carolina, 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 In South Carolina and Mississippi, 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 configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. 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 one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, 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 configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, 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 Excel to place a Firm Order. The Application Response 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. When Excel 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.
- 6.10.5 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response 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.

- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response 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.
- 6.11 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 Excel 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 Excel 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 C. Major changes such as requesting additional space or adding equipment may require Excel to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Alabama, Kentucky, North Carolina, and Tennessee, Excel 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 Excel has completed the Application/Inquiry process described in Section 6, preceeding, 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 Excel’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. Excel shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to Excel’s Bona Fide Application or the Application will expire.

- 6.12.3 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 Excel'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.

7. **Construction and Provisioning**

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, 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 Excel 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 Excel 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 Excel 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 Excel 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, Excel must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), 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 Excel cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (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 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.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (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 one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from 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 ninety (90) 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 one hundred twenty (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.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (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.
- 7.1.8 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Excel installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Excel or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee,

- conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and Excel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Excel during joint planning.
- 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. Excel will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Excel that the collocation space is ready for occupancy. In the event that Excel fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Excel. BellSouth will correct any deviations to Excel'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. Excel shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Excel and Excel's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Excel must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Excel with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Excel's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Excel upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Excel directly for all work performed for Excel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Excel or any supplier proposed by Excel. All work performed by or for Excel shall conform to generally accepted industry guidelines and standards.

- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Excel shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Excel's Collocation Space. Upon request, BellSouth will provide Excel with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Excel. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Excel may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Excel, such information will be provided to Excel in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Excel within 180 calendar days of BellSouth's written denial of Excel's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Excel was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Excel may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Excel must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.8.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.

- 7.8.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.9 Cancellation. If, at anytime prior to space acceptance, Excel cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Excel cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Excel for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.10 Licenses. Excel, 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 Collocation Space.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Excel's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by Excel.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date Excel executes the written document accepting the collocation space pursuant to section 4 or on the date Excel first occupies collocation space, whichever is first. If Excel fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Excel for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.2.2 Space preparation fees consist of 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 collocation and per cage for caged collocation. Excel 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 Excel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Excel 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. Excel 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 Excel opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Excel 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 Excel opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Excel as prescribed in Section 8 and will be billed based upon Excel'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 Excel 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 Excel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Excel 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, Excel shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Excel 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 Excel's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Excel 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 Excel executes the written document accepting the collocation space pursuant to section 4 or on the date Excel first occupies collocation space, whichever is first. If Excel fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Excel 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 Excel's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Excel'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 Excel's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date Excel 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 Excel's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Excel's BellSouth Certified power Supplier. Excel is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Excel'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 Excel must provide BellSouth a copy of the engineering power specification prior to the day on which Excel's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Excel's arrangement area. Excel shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Excel'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. Excel 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, Excel 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 Excel's dedicated power plant results in construction of a new power plant room, upon termination of Excel's right to occupy collocation space at such site, Excel shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Excel elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Excel'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 Excel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Excel'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 Excel's option, Excel 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 Excel's equipment or space enclosure. Excel shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Excel'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 Excel's arrangement area.
- 8.5.6 In Louisiana, Excel has the option to purchase power directly from an electric utility company. Under such an option, Excel 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 Excel. Excel 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 Excel in provisioning said power will be billed on an ICB basis.
- 8.6 Security Escort. A security escort will be required whenever Excel 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 Excel shall pay for such half-hour charges in the event Excel fails to show up.

- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DSO 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). Excel 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 Excel 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 Excel 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 Excel's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Excel 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 Excel 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 Excel 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 Excel's property has been removed from BellSouth's Premises, whichever period is longer. If Excel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Excel.
- 9.5 Excel 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. Excel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Excel's insurance company. Excel 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 Excel 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 Excel's net worth exceeds five hundred million dollars (\$500,000,000), Excel 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. Excel 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 Excel in the event that self-insurance status is not granted to Excel. If BellSouth approves Excel for self-insurance, Excel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Excel's corporate officers. The ability to self-insure shall continue so long as the Excel meets all of the requirements of this Section. If the Excel subsequently no longer satisfies this Section, Excel 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 Excel 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 Excel), 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 Excel's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Excel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Excel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Excel 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, Excel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Excel employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Excel 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. Excel shall not be required to perform this investigation if an affiliated company of Excel has performed an investigation of the Excel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Excel has performed a pre-employment statewide investigation of criminal history records of the Excel employee for the states/counties where the Excel 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 Excel 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 Excel 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 Excel's name. BellSouth reserves the right to remove from its premises any employee of Excel not possessing identification issued by Excel or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Excel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Excel shall be solely responsible for ensuring that any Guest of Excel is in compliance with all subsections of this Section 12.
- 12.4 Excel shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Excel 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 Excel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Excel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Excel 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 Excel 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 Excel 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 Excel employee or agent hired by Excel within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, Excel 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, Excel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Excel 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 Excel employees requiring access to a BellSouth Premises pursuant to this Attachment, Excel 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, Excel shall promptly remove from BellSouth's Premises any employee of Excel 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 Excel 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 Excel'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 Excel's Security contact of such interview. Excel and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Excel's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Excel for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Excel's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Excel for BellSouth property which is stolen or damaged where an investigation determines the culpability of Excel's employees, agents, or contractors and where Excel agrees, in good faith, with the results of such investigation. Excel shall notify BellSouth in writing immediately in the event that Excel 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. Excel 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 Excel'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 Excel'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 Excel, 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. Excel 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 Excel's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Excel. Where allowed and where practical, Excel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Excel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Excel's permitted use, until such Collocation Space is fully repaired and restored and Excel's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Excel has placed an Adjacent Arrangement pursuant to Section 3, Excel 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 Excel 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 Excel 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 Excel 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 Excel 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. Excel should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Excel 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. Excel 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 Excel when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Excel space with proper notification. BellSouth reserves the right to stop any Excel 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 Excel are owned by Excel. Excel 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 Excel or different hazardous materials used by Excel at BellSouth Facility. Excel 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 Excel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Excel 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 Excel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Excel 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 Excel 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, Excel 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. Excel further agrees to cooperate with BellSouth to ensure that Excel'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 Excel, 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)

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

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							
*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 cageless 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 Excel 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 Excel 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 Excel a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Excel 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 Excel may contemplate a request for space sufficient to accommodate Excel's growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by Excel may contemplate a request for space sufficient to accommodate Excel'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 Excel that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Excel's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Excel. Excel agrees to

- reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Excel. 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 Excel as above, Excel shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Excel 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. Excel 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. Excel shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Excel'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. Excel 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 Excel, 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 Excel 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 Excel is unable to obtain the CLLI code,

- from for example a site visit to the remote site, Excel may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Excel should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Excel 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 Excel and inform Excel 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 Excel to collocate Excel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Excel 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, Excel 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 Excel's option, Excel may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. Excel may allow other telecommunications carriers to share Excel's Remote Collocation Space pursuant to terms and conditions agreed to by Excel ("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. Excel 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 Excel 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 Excel.
- 3.3.1 Excel 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 Excel 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, Excel 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 Excel 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 Excel'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 Excel and in conformance with BellSouth's design and construction specifications. Further, Excel 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 Excel elect such an option, Excel 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, Excel and Excel's BellSouth Certified Contractor must comply with local building code requirements. Excel's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Excel's BellSouth Certified Contractor shall bill Excel directly for all work performed for Excel pursuant to this Attachment and BellSouth shall have no

- liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Excel 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 Excel's locked enclosure prior to notifying Excel.
- 3.4.2 BellSouth maintains the right to review Excel'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 Excel, at Excel'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 Excel 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 Excel'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. Excel's BellSouth Certified Contractor shall be responsible, at Excel'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 Excel in writing that the Remote Collocation Space is ready for occupancy. Excel 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, Excel 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, Excel at its expense shall remove its equipment and other property from the Remote Collocation Space. Excel shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Excel's Guests, unless Excel'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 Excel shall continue payment of monthly fees to BellSouth until such date as Excel, and if applicable Excel's Guest, has fully vacated the Remote Collocation Space. Should Excel or Excel'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 Excel or Excel's Guest at Excel's expense and with no liability for damage or injury to Excel or Excel'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, Excel shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Excel except for ordinary wear and tear unless otherwise agreed to by the Parties. Excel 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 Excel's failure to comply with these requirements.
- 5.1.2 Excel 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 Excel shall place a plaque or other identification affixed to Excel's equipment to identify Excel's equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 All Excel 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. Excel may elect to place Excel-owned or Excel-leased entrance facilities into the Remote Collocation Space from Excel'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. Excel 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. Excel must contact BellSouth for instructions prior to placing the entrance facility cable. Excel is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. Excel may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Excel's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Excel'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. Excel or its agent must perform all required maintenance to Excel equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 Excel's Equipment and Facilities. Excel, or if required by this Attachment, Excel'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 Excel.
- 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, Excel shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Excel 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 Excel or Excel'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 Excel and returned to BellSouth Access

- Management within fifteen (15) calendar days of Excel'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. Excel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Excel employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Excel or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 Excel 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 Excel desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Excel may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Excel desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Excel to access the Collocation Space accompanied by a security escort at Excel's expense. Excel 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. Excel 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), Excel 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 Excel violates the provisions of this paragraph, BellSouth shall give written notice to Excel, which notice shall direct Excel to cure the violation within forty-eight (48) hours of Excel'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 Excel 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 Excel's equipment. BellSouth will endeavor, but is not required, to provide notice to Excel prior to taking such action and shall have no liability to Excel 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 Excel 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 Excel 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, Excel 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 Excel 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 Excel at any time. Any damage caused to the Remote Collocation Space by Excel's employees, agents or representatives shall be promptly repaired by Excel at its expense.
- 5.10 Alterations. In no case shall Excel or any person acting on behalf of Excel 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 Excel. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. Excel shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Excel shall be responsible for

removing any Excel 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 Excel 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. Excel shall submit a Remote Site Collocation Application when Excel or Excel'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 Excel or Excel's Guest(s) equipment placement, Excel 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 Excel or Excel's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Excel 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 Excel 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 Excel 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 Excel 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 Excel 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 Excel 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 Excel, Excel 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 Excel, Excel 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 Excel 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 Excel, Excel 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 Excel that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Excel that

BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Excel, 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 Excel 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, Excel must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. Excel 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 Excel 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 Excel from the waiting list. Upon request, BellSouth will advise Excel 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 Excel to place a Firm Order. When Excel 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 Excel 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 Excel 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 Excel 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, Excel 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 Excel 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 Excel’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. Excel 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 Excel 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 Excel's Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, Excel 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 Excel 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 Excel'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 Excel'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 Excel's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Excel.

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 Excel 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 Excel 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 Excel 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 Excel 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, Excel 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 Excel 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 Excel 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. Excel will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Excel that the collocation space is ready for occupancy. BellSouth will correct any deviations to Excel'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. Excel 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 Excel with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing Excel'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 Excel upon successful completion of installation. The Certified Supplier shall bill Excel directly for all work performed for Excel 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 Excel or any supplier proposed by Excel. All work performed by or for Excel 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. Excel shall be responsible for placement, monitoring and removal of alarms used to service Excel'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. Excel 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, Excel 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 Excel, such information will be provided to Excel in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Excel within 180 calendar days of BellSouth's written denial of Excel's request for physical collocation, and (ii) Excel was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Excel 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. Excel 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, Excel cancels its order for the Remote Collocation Space(s), Excel will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. Excel, 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 Excel's current billing cycle and is non-refundable.
- 8.2 **Recurring Charges.** Recurring charges begin on the date that Excel executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date Excel first occupies the Remote Collocation Space, whichever is sooner. If Excel 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 Excel 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 Excel'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 Excel's equipment. Excel 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 Excel's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Excel'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 Excel'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 Excel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Excel'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 Excel's option, Excel 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 Excel 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 "trued-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, Excel shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Excel. 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 Excel's current billing cycle. Excel will pay a late payment charge of the lessor 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. Excel 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. Excel 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 Excel's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Excel 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 Excel 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 Excel shall be deemed to be primary. All policies purchased by Excel 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 Excel's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Excel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Excel.
- 9.5 Submit certificates of insurance. Excel 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. Excel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Excel's insurance company. Excel 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. Excel 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 Excel's net worth exceeds five hundred million dollars (\$500,000,000), Excel 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. Excel 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 Excel in the event that self-insurance status is not granted to Excel. If BellSouth approves Excel for self-insurance, Excel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Excel's corporate officers. The ability to self-insure shall continue so long as Excel meets all of the requirements of this Section. If Excel subsequently no longer satisfies this Section, Excel 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 Excel 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 Excel), 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 Excel's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Excel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Excel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth

shall provide Excel 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 Excel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Excel employee being considered for work on the BellSouth Premises, for the states/counties where the Excel 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. Excel shall not be required to perform this investigation if an affiliated company of Excel has performed an investigation of the Excel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Excel has performed a pre-employment statewide investigation of criminal history records of the Excel employee for the states/counties where the Excel 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 Excel 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 Excel name. BellSouth reserves the right to remove from its premises any employee of Excel not possessing identification issued by Excel or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Excel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Excel shall be solely responsible for ensuring that any Guest of Excel is in compliance with all subsections of this Section 12.
- 12.3 Excel 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 Excel shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Excel 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 Excel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Excel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Excel 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 Excel 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 Excel 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 Excel employee requiring access to a BellSouth Premises pursuant to this Attachment, Excel 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, Excel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Excel 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, Excel shall promptly remove from BellSouth's Premises any employee of Excel 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 Excel 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 Excel'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 Excel's Security contact of such interview. Excel and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Excel's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Excel for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Excel's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Excel for BellSouth property which is stolen or damaged where an investigation determines the culpability of Excel's employees, agents, or contractors and where Excel agrees, in good faith, with the results of such investigation. Excel shall notify BellSouth in writing immediately in the event that the Excel 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. Excel 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 Excel, 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 Excel'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 Excel'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 Excel, 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. Excel 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 Excel's acceleration of the project increases the cost of the project, then

those additional charges will be incurred by Excel. Where allowed and where practical, Excel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Excel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Excel's permitted use, until such Remote Collocation Space is fully repaired and restored and Excel'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 Excel has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Excel 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 Excel 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. Excel 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 Excel 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 Excel 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. Excel should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Excel 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. Excel 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 Excel when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Excel space with proper notification. BellSouth reserves the right to stop any Excel 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 Excel are owned by Excel. Excel 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 Excel or different hazardous materials used by Excel at BellSouth Facility. Excel 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 Excel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Excel 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 Excel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Excel 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 Excel 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, Excel 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. Excel further agrees to cooperate with BellSouth to ensure that Excel'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 Excel, 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	180Cal
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.

THREE-MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

*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 cageless 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

Version 4Q01: 12/01/01

requested.

COLLOCATION - Alabama																	Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)							
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN			
PHYSICAL COLLOCATION																				
		Physical Collocation - Application Fee - Initial				CLO	PE1BA		3,760.00	3,760.00										
		Physical Collocation - Application Fee - Subsequent				CLO	PE1CA		3,134.00	3,134.00										
		Physical Collocation - Space Preparation - Firm Order Processing		I		CLO	PE1SJ		1,211.00	1,211.00										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.		I		CLO	PE1SK	2.24												
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless		I		CLO	PE1SL	3.01												
		Physical Collocation - Space Preparation - Common Systems Modification per Cage		I		CLO	PE1SM	102.16												
		Physical Collocation - Cable Installation				CLO	PE1BD		1,751.00	1,751.00										
		Physical Collocation - Floor Space per Sq. Ft.				CLO	PE1PJ	3.68												
		Physical Collocation - Cable Support Structure				CLO	PE1PM	19.67												
		Physical Collocation - Power (Provided from BST BDFB), per Fused Amp		I		CLO	PE1PL	9.00												
		Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp				CLO	PE1FJ	8.75												
		Physical Collocation - 120V, Single Phase Standby Power Rate		I		CLO	PE1FB	5.63												
		Physical Collocation - 240V, Single Phase Standby Power Rate		I		CLO	PE1FD	11.26												
		Physical Collocation - 120V, Three Phase Standby Power Rate		I		CLO	PE1FE	16.89												
		Physical Collocation - 277V, Three Phase Standby Power Rate		I		CLO	PE1FG	38.99												
		Physical Collocation - 2-Wire Cross-Connects				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ	PE1P2	0.031	33.68	31.79										
		Physical Collocation - 4-Wire Cross-Connects				CLO	PE1P4	0.062	33.63	31.67										
		Physical Collocation - DS1 Cross-Connects				CLO,UEANL,UEQ,W DS1L,WDS1S	PE1P1	1.28	52.93	39.87										
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	16.27	51.99	38.59										
		Physical Collocation - 2-Fiber Cross-Connect				CLO	PE1F2	3.23	52.00	38.60										
		Physical Collocation - 4-Fiber Cross-Connect				CLO	PE1F4	5.73	64.54	51.14										
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				CLO	PE1BW	178.65												
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.				CLO	PE1CW	17.52												
		Physical Collocation - Security Access System - Security System per Central Office				CLO	PE1AX	54.14												
		Physical Collocation - Security Access System - New Access Card Activation, per Card				CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card				CLO	PE1AA		15.40	15.40										
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		45.02	45.02										
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		26.19	26.19										
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		26.19	26.19										
		Physical Collocation - Space Availability Report per premises		I		CLO	PE1SR		2,150.00	2,150.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PE	0.08												

COLLOCATION - Alabama													Attachment: 4		Exhibit: D		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	0.17										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,	PE1PG	0.69										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	4.74										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	32.02										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	40.48										
		Collocation Cable Records - per request			CLO	PE1CR		1,518.57	976.22	265.99	265.99						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		653.83	653.83	378.24	378.24						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.62	9.62	11.79	11.79						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.50	4.50	5.52	5.52						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.75	15.75	19.32	19.32						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		168.97	168.97	154.25	154.25						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.85	21.45								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.09	27.71								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.33	33.96								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0026										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0038										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0598	24.95	23.97	12.80	11.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.1196	25.14	24.11	13.18	11.96						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	12.94	11.82						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	14.72	12.05						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	14.72	12.06						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	18.97	16.30						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00		0.99							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		608.17	608.17	323.44	323.44						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		25.88	25.88								

COLLOCATION - Alabama															Attachment: 4		Exhibit: D				
CATEGORY		RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
												First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO							CLORS	PE1RR		233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																					
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS		6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT		0.134									
* Interim rates which are subject to true-up.																					
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																					

[illegible]

COLLOCATION - Florida												Attachment: 4		Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.44	8.44							
	Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.54	29.54							
	Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.05	279.05							
	Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89								
	Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64								
	Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041									
	Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.54								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.182									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.70									
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.074	34.53	32.51							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.148	34.54	32.53							
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.29	54.15	40.94							
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	17.48	53.28	39.65							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.96	53.28	39.66							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.66	66.08	52.47							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,677.00								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.62									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.26									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.88									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.98									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309.48		168.63						
	Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05									
	Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.17	13.17							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		116.54	116.54							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		37.77	37.77							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.51								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
* Interim rates which are subject to true-up.															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION - Georgia																		Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)								
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
			POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PE	0.40													
			POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	1.20													
			POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S	PE1PG	1.20													
			POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	8.00													
			POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	38.79													
			POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	52.31													
			Collocation Cable Records - per request			CLO	PE1CR		1,706.00	1,164.00											
			Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38	922.38											
			Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00											
			Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43											
			Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49											
			Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61											
			Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00											
			Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00											
			Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00											
			Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0023													
			Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0034													
			Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		553.43												
ADJACENT COLLOCATION																					
			Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542													
			Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44													
			Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67									
			Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93									
			Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81									
			Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04									
			Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05									
			Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29									
			Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00												
			Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39													
			Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79													
			Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18													
			Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27													
			Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37													

COLLOCATION - Georgia															Attachment: 4		Exhibit: D				
CATEGORY		RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
												First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION IN THE REMOTE SITE																					
		Physical Collocation in the Remote Site - Application Fee *							CLORS	PE1RA		608.18	608.17	323.63	323.63						
		Cabinet Space in the Remote Site per Bay/ Rack *							CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *							CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO							CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																					
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT	0.134										
* Interim rates which are subject to true-up.																					
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																					

[illegible]

COLLOCATION - Kentucky												Attachment: 4		Exhibit: D		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	0.15									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,	PE1PG	0.58									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	4.51									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	52.31									
		Collocation Cable Records - per request			CLO	PE1CR		1,709.00	1,166.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.83	923.83							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.03	18.03							
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.44	8.44							
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.54	29.54							
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		279.05	279.05							
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.86	21.46							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.10	27.72							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.35	33.97							
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.003									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045									
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		535.55								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.018									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.01									
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.037	33.67	31.78							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.075	33.66	31.70							
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.51	52.97	39.90							
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.15	52.04	38.62							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.80	52.04	38.63							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.75	64.59	51.18							
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,155.00								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.58									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.16									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.74									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.65									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		868.91	868.91							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.41									
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.60	26.60							

COLLOCATION - Kentucky															Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	OSS RATES (\$)																			
									Rec	Nonrecurring		Nonrecurring Disconnect								
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR	231.82	231.82								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE	75.13	75.13								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO							CLORS	PE1RR	233.42									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT	0.134									
* Interim rates which are subject to true-up.																				
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				

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COLLOCATION - Louisiana																	Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)							
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN			
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	0.158												
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,	PE1PG	1.12												
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	9.95												
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	33.96												
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	45.80												
		Collocation Cable Records - per request				CLO	PE1CR	10.97												
		Collocation Cable Records - VG/DS0 Cable, per cable record				CLO	PE1CD	5.29												
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair				CLO	PE1CO	0.08												
		Collocation Cable Records - DS1, per T1TIE				CLO	PE1C1	0.04												
		Collocation Cable Records - DS3, per T3TIE				CLO	PE1C3	0.13												
		Collocation Cable Records - Fiber Cable, per 99 fiber records				CLO	PE1CB	1.37												
		Physical Collocation - Security Escort - Basic, per Half Hour				CLO,CLORS	PE1BT		16.44	10.42										
		Physical Collocation - Security Escort - Overtime, per Half Hour				CLO,CLORS	PE1OT		21.41	13.45										
		Physical Collocation - Security Escort - Premium, per Half Hour				CLO,CLORS	PE1PT		26.38	16.49										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.				CLO	PE1ES	0.0024												
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.				CLO	PE1DS	0.0036												
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable				CLO	PE1DT		534.79											
ADJACENT COLLOCATION																				
		Adjacent Collocation - Space Charge per Sq. Ft.				CLOAC	PE1JA	0.0552												
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	5.61												
		Adjacent Collocation - 2-Wire Cross-Connects				CLOAC	PE1P2	0.0245	11.94	11.46										
		Adjacent Collocation - 4-Wire Cross-Connects				UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53										
		Adjacent Collocation - DS1 Cross-Connects				USL,CLOAC	PE1P1	0.9605	21.39	15.47										
		Adjacent Collocation - DS3 Cross-Connects				CLOAC	PE1P3	13.01	20.28	14.76										
		Adjacent Collocation - 2-Fiber Cross-Connect				CLOAC	PE1F2	2.20	20.28	14.76										
		Adjacent Collocation - 4-Fiber Cross-Connect				CLOAC	PE1F4	4.21	24.81	19.29										
		Adjacent Collocation - Application Fee				CLOAC	PE1JB		1,543.20											
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FB	5.45												
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FD	10.92												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FE	16.37												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FG	37.80												
PHYSICAL COLLOCATION IN THE REMOTE SITE																				
		Physical Collocation in the Remote Site - Application Fee *				CLORS	PE1RA		298.80	298.80										
		Cabinet Space in the Remote Site per Bay/ Rack *				CLORS	PE1RB	225.39												
		Physical Collocation in the Remote Site - Security Access - Key *				CLORS	PE1RD		13.01	13.01										

COLLOCATION - Louisiana															Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	OSS RATES (\$)																			
							Rec	Nonrecurring		Nonrecurring Disconnect										
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR	112.52	112.52								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE	36.47	36.47								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO							CLORS	PE1RR	233.21									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT	0.134									
* Interim rates which are subject to true-up.																				
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				

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Attachment: 4

Exhibit: D

[illegible]

COLLOCATION - Mississippi													Attachment: 4		Exhibit: D		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	0.1734										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,	PE1PG	1.22										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	10.91										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	37.26										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	50.24										
		Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77	133.77						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81	328.81	190.22	190.22						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0025										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0037										
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT		534.65									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		309.48		168.63							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	210.05										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.17	13.17								

COLLOCATION - Mississippi															Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	OSS RATES (\$)																			
									Rec	Nonrecurring		Nonrecurring Disconnect								
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR	116.54	116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE	37.77	37.77								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO							CLORS	PE1RR	233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT	0.134									
* Interim rates which are subject to true-up.																				
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				

COLLOCATION - North Carolina																	Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)							
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN			
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PF	0.19													
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,	PE1PG	0.79													
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1PH	4.85													
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	45.30													
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B4	61.09													
		Collocation Cable Records - per request			CLO	PE1CR			1,707.00	1,165.00										
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD			923.08	923.08										
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO			18.02	18.02										
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1			8.43	8.43										
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3			29.51	29.51										
		Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB			278.82	278.82										
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT			42.92	25.56										
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT			54.51	32.44										
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT			66.10	39.32										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028													
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041													
		Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable			CLO	PE1DT			532.72											
ADJACENT COLLOCATION																				
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.179													
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96													
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.32		41.78	39.23										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.64		41.91	39.25										
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34		71.02	51.08										
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	42.84		69.84	49.43										
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94		51.97	38.59										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62		64.53	51.15										
		Adjacent Collocation - Application Fee			CLOAC	PE1JB			3,153.00											
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50													
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01													
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51													
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12													
PHYSICAL COLLOCATION IN THE REMOTE SITE																				
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA			865.34	865.34										
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	254.02													
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD			26.06	26.06										

COLLOCATION - North Carolina															Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											Rec	Nonrecurring		Nonrecurring Disconnect						
											First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *							CLORS	PE1SR		230.60	230.60							
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *							CLORS	PE1RE		74.74	74.74							
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO							CLORS	PE1RR		232.94								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
		Remote Site-Adjacent Collocation - AC Power, per breaker amp							CLORS	PE1RS		6.27								
		Remote Site-Adjacent Collocation - Real Estate, per square foot							CLORS	PE1RT		0.134								
* Interim rates which are subject to true-up.																				
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				