

BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

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RECEIVED
December 18, 2002

TN REGULATORY AUTHORITY
DUCKET ROOM

VIA HAND DELIVERY

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

Re: *Approval of the Interconnection Agreement, together with the Amendments, Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. 01-01030

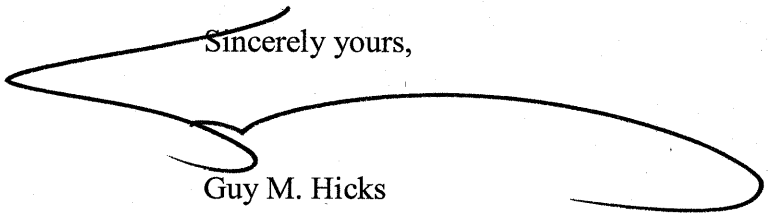
01-01316

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cinergy Communications Company and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement, together with the Amendments to the Interconnection Agreement. The first Amendment adds new port USOCs and rates and the second Amendment adds channelization port USOCs and rates.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

GMH/dt

Enclosure

cc: Robert A. Bye, Corporate Counsel, Cinergy Communications Company
John Cinelli, President, Cinergy Communications Company

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-01030~~
01-01316

PETITION FOR APPROVAL OF THE INTERCONNECTION
AGREEMENT AND AMENDMENT THERETO
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND CINERGY COMMUNICATIONS COMPANY
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cinergy Communications Company ("Cinergy") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated September 6, 2002, together with the Amendments to the Interconnection Agreement dated October 1, 2002 and November 20, 2002 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cinergy and BellSouth state the following:

1. Cinergy and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to CINergy. The parties have also recently negotiated amendments to the Interconnection Agreement. The first Amendment adds new port USOCs and rates and the second Amendment adds channelization port USOCs and rates. A copy of the Agreement and Amendments is attached hereto and incorporated herein by reference.

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

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

4. Cinergy and BellSouth aver that the Agreement is consistent with the standards for approval.

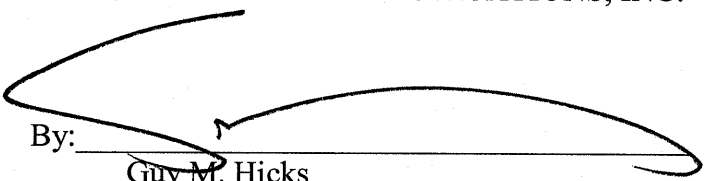
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 19th day of Dec., 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

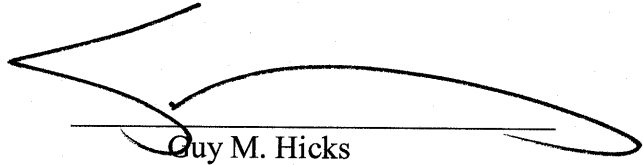
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement and Amendments thereto on the following via United States Mail on this 19th day of Dec., 2002:

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214

John Cinelli
President
Cinergy Communications Company
1419 W. Lloyd Expy., Suite 101
Evansville, IN 47710



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 6, 2002**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company, ("Cinergy"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002 ("Agreement") to be effective 10 days after the date of the last signature executing the Amendment.

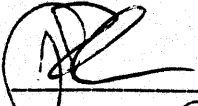
WHEREAS, BellSouth and Cinergy entered into the Agreement on September 6, 2002, and;

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

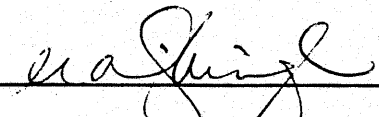
1. The Parties agree to add to the rates in Exhibit B of Attachment 2, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated September 6, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

By: 
Name: John Cinelli
Title: VP president
Date: 11/14/02

BellSouth Telecommunications, Inc.

By: 
Name: Elizabeth R. A. Shiroishi
Title: Assistant Director
Date: 11/20/02

Approved as to form
Legal

By:  Date: 11/20/02

UNBUNDLED NETWORK ELEMENTS - Kentucky															Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENT	Interim Zone	SCS	USOC	RATES (\$)				OSS RATES (\$)									
					Rec	Nonsecuring		NRC Disconnect		Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l					
						First	Add'l	First	Add'l									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																		
Exchange Ports																		
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial-(AL, KY, LA, MS, & TN)		UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00		7.86							
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)		UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00		7.86							
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial-Kentucky Only-Calling Plan		UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00		7.86							
	Unbundled Exchange Ports, 2-Wire Channelized-Two Way-Kentucky Only-Calling Plan		UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00		7.86							

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENT	Interim Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)								
					Rec	Nonrecurring		MRC Disconnect		Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l				
						First	Add'l	First	Add'l										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																		
	Exchange Ports																		
	Unbundled Exchange Ports, 2-Wire Channelized-Outdial (AL, KY, LA, MS, & TN)		UEPPX	UEPCY	1.70	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)		UEPPX	UEPCT	1.70	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - Tennessee Only - Calling Plan -		UEPPX	UEPCZ	1.70	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized - Two Way - Tennessee Only - Calling Plan -		UEPPX	UEPXV	1.70	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																		
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																		
	Exchange Ports																		
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)		UEPPX	UEPCY	14.00	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized-Combination (AL, KY, LA, MS, & TN)		UEPPX	UEPCT	14.00	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized - Outdial - Tennessee Only - Calling Plan -		UEPPX	UEPCZ	14.00	0.00	0.00	0.00	0.00	0.00		30.89	7.03						
	Unbundled Exchange Ports, 2-Wire Channelized - Two Way - Tennessee Only - Calling Plan -		UEPPX	UEPXV	14.00	0.00	0.00	0.00	0.00	0.00		30.89	7.03						

**AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 6, 2002**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company, ("Cinergy"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002, ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Cinergy entered into the Agreement on September 6, 2002, and;

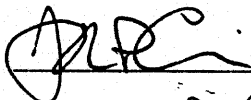
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

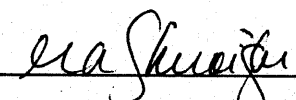
1. The Parties agree to add to the rates in Exhibit B of Attachment 2, the rates set forth in Exhibit 1 of this Amendment for the states of Kentucky and Tennessee, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated September 6, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Cinergy Communications Company

BellSouth Telecommunications, Inc.

By: 

By: 

Name: John P. Cinelli

Name: Elizabeth R. A. Shiroishi

Title: as President

Title: Assistant Director

Date: 9/27/02

Date: 10/1/02

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	SOME	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone ports or loops as part of a combination refers to Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/interconnection.htm													
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)													
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPSR	UEPWE	1.49	3.74	3.63	2.23		7.86		
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.49	3.74	3.63	2.23		7.86		
FEATURES													
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00			7.86		
2-WIRE VOICE GRADE LINE PORT RATES (BUS)													
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPSB	UEPVF	1.49	3.74	3.63	2.23		7.86		
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.49	3.74	3.63	2.23		7.86		
FEATURES													
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00			7.86		
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 Rates 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.													
> The first and additional Port nonrecurring charges apply to Not Currently Combined Combs. For Currently Combined Combs, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. 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			10.79							
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52							
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74							
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64							
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37							
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59							
2-Wire Voice Grade Line Port Rates (Res)													
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPRX	UEPWE	1.15	21.29	15.49	2.85		7.86		
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.15	21.29	15.49	2.85		7.86		
FEATURES													

UNBUNDLED NETWORK ELEMENTS - Kentucky													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Exhibit: 8 Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	SOME	SOMAN	SOMAN	SOMAN
	AI Features Offered			UEPRX	UEPVF	0.00	0.00	0.00			7.86		
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		0.10	0.10			7.86		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10			7.86		
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00			7.86		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)													
LINE Port/Loop Combination Rates													
	2-Wire VG Loop/Port Combo - Zone 1	1				10.79							
	2-Wire VG Loop/Port Combo - Zone 2	2				15.52							
	2-Wire VG Loop/Port Combo - Zone 3	3				31.74							
LINE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1		UEPBLX	UEPBLX	9.64							
	2-Wire Voice Grade Loop (SL1) - Zone 2	2		UEPBLX	UEPBLX	14.37							
	2-Wire Voice Grade Loop (SL1) - Zone 3	3		UEPBLX	UEPBLX	30.59							
2-Wire Voice Grade Line Port (Bus)													
	Kentucky Extended Local Dialing Port without Caller ID capability			UEPWF	UEPWF	1.15	21.29	15.49	2.85		7.86		
	Interim Only without Caller ID capability			UEPBE	UEPBE	1.15	21.29	15.49	2.85		7.86		
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)			UEPBLX	LNPCX	0.35							
FEATURES													
	AI Features Offered			UEPBLX	UEPVF	0.00	0.00	0.00			7.86		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBLX	USAC2		0.10	0.10			7.86		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBLX	USACC		0.10	0.10			7.86		
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBLX	USAS2	0.00	0.00	0.00			7.86		

4 of 8

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B
					Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
					Rec				SOME	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	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)												
	Tennessee Area Plus Port without Caller ID capability		UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91				
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91				
	Low Usage Line Port without Caller ID capability		UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91				
	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				30.89	7.03		
	ADDITIONAL NRCs												
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX	USAS2	0.00	0.00	0.00			30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)												
	UNE Port/Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	1			14.18								
	2-Wire VG Loop/Port Combo - Zone 2	2			18.01								
	2-Wire VG Loop/Port Combo - Zone 3	3			23.02								
	UNE Loop Rates												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32								
	2-Wire Voice Grade Line Port (Bus)												
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91				
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan		UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91				
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91				
	Incoming Only without Caller ID capability		UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91				
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPBX	LNPCX	0.35								

UNBUNDLED NETWORK ELEMENTS - Tennessee												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Exhibit: B
					Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOME	SOMAN	OSS Rates(\$)	SOMAN	
FEATURES					Rec							SOMAN
	All Features Offered		UEPBX	UEPVF	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			30.89	7.03	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					0.76				30.89	7.03	
ADDITIONAL NRCs												
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPBX	USAS2	0.00	0.00				30.89	7.03	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)												
UNE Port Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	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)												
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	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				30.89	7.03	
FEATURES												
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00			30.89	7.03	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED												
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is		UEPPX	USAC2		1.03	0.29			30.89	7.03	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX	USACC		1.03	0.29			30.89	7.03	
ADDITIONAL NRCs						0.76				30.89	7.03	
	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 Mulline Hunt Group					14.64	14.64			30.89	7.03	
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.												
This includes 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 DSO equivalent lines.												

UNBUNDLED NETWORK ELEMENTS - Tennessee																
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-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMEC	SOMAN	OSS Rate(\$)	SOMAN	SOMAN	SOMAN	SOMAN
	> 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. 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 > 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)															
	Tennessee Area Plus Port without Caller ID capability		UEPRX	UEPRR	14.00	90.00	90.00	90.00	90.00			30.89	7.03			
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX	UEPWN	14.00	90.00	90.00	90.00	90.00			30.89	7.03			
	Low Usage Line Port without Caller ID capability		UEPRX	UEPRT	14.00	90.00	90.00	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	0.00	0.00			30.89	7.03			
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is		UEPRX	USAC2		41.50	41.50	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	41.50	41.50			30.89	7.03			
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPRX	USAS2	0.00	0.00	0.00	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)															
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPBX	UEPWO	14.00	90.00	90.00	90.00	90.00			30.89	7.03			
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan		UEPBX	UEPB2	14.00	90.00	90.00	90.00	90.00			30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOME	SOMAN	OSS Rates(\$)	SOMAN	SOMAN
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPBX	UEPB3	14.00	90.00	90.00					30.89	7.03
	Incoming Only without Caller ID capability		UEPBX	UEPBE	14.00	90.00	90.00					30.89	7.03
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPBX	LNPX	0.35								
	FEATURES												
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03
	NONRECURRING CHARGES - CURRENTLY COMBINED												
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is		UEPBX	USAC2		41.50	41.50					30.89	7.03
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change		UEPBX	USACC		41.50	41.50					30.89	7.03
	ADDITIONAL NRCs												
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)												
	UNE Port/Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	1			28.48								
	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 (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)												
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	14.00	90.00	90.00					30.89	7.03
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	14.00	90.00	90.00					30.89	7.03
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEPPX	LNPX	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		41.50	41.50					30.89	7.03
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX	USACC		41.50	41.50					30.89	7.03
	ADDITIONAL NRCs												
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Subsequent Activity		UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64					30.89	7.03

AGREEMENT

THIS INTERIM AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Cinergy Communications Company, a Kentucky corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Cinergy Communications Company or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, Cinergy Communications Company is or seeks to become a CLEC authorized to provide telecommunications services in the states of Kentucky and Tennessee; and

WHEREAS, Cinergy Communications Company wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

WHEREAS, BellSouth and Cinergy Communications Company have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement ("New Interconnection Agreement") to replace the existing interconnection agreement between the Parties, which expired on November 29, 2001 ("Expired Interconnection Agreement"); and

WHEREAS, until such time as the Parties execute the New Interconnection Agreement, BellSouth and Cinergy Communications Company shall continue to operate under the rates, terms, and conditions of the Expired Interconnection Agreement; and

WHEREAS, BellSouth and Cinergy Communications Company are currently involved in arbitration proceedings (the "Arbitration") before the Kentucky Public Service Commission and the Tennessee Regulatory Authority to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, Cinergy Communications Company desires access to incorporate rates as set forth by the Kentucky Public Service Commission in Administrative Case No. 382, on December 18, 2001; and

WHEREAS, BellSouth agrees to provide such rates; and

WHEREAS, Cinergy Communications Company desires to incorporate provisions and rates for Remote Call Forwarding for Kentucky and Tennessee; and

1. The Parties agree that the rates in Attachments 1, 2, 3, 4, 5, & 7, in the Expired Agreement and Amendments, for the state of Kentucky, are hereby replaced in their entirety by the rates ordered by the Kentucky Public Service Commission in Administrative Case No. 382 as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The Parties agree to incorporate provisions and rates for the Unbundled Network Element, Remote Call Forwarding in Attachment 2, for Kentucky and Tennessee, as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
3. Any rate in the Expired Agreement and Amendments that is not expressly replaced by the rates set forth in Exhibits 1 and 2, and as described above, shall remain in full force and effect in accordance with the terms of the Expired Agreement.
4. The Parties agree that all of the other provisions of the Expired Agreement and Amendments shall remain in full force and effect, except as stated in this Agreement.
5. The Parties agree that either or both of the Parties is authorized to submit this Agreement to the applicable Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Agreement, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

1. CLEC Certification

- 1.1 Cinergy Communications Company agrees to provide BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate commission for approval.
- 1.2 Additionally, Cinergy Communications Company will notify BellSouth in writing when it becomes certified or has a docket pending certification to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate commission for approval.

2. Term of the Agreement

- 2.1.1 This Interim Agreement shall remain in effect until such time as the Parties execute the New Interconnection Agreement. The term of this Interim Agreement shall begin on the Effective Date of this Agreement and shall apply to the BellSouth territory in the state(s) of Kentucky and Tennessee.

3. Operational Support Systems

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

4. Parity

- 4.1 When Cinergy Communications Company purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth

to Cinergy Communications Company shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Cinergy Communications Company shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by Cinergy Communications Company.

5. White Pages Listings

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

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

5.2.1 Rates. So long as Cinergy Communications Company provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Cinergy Communications Company one (1) primary White Pages listing per Cinergy Communications Company subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

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

5.3.1 Notwithstanding any provision(s) to the contrary, Cinergy Communications Company shall provide to BellSouth, and BellSouth shall accept, Cinergy Communications Company's Subscriber Listing Information (SLI) relating to Cinergy Communications Company's customers in the geographic area(s) covered by this Interconnection Agreement. Cinergy Communications Company authorizes BellSouth to release all such Cinergy Communications Company SLI provided to BellSouth by Cinergy Communications Company to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Cinergy Communications Company SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant

to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to Cinergy Communications Company for BellSouth's receipt of Cinergy Communications Company SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Cinergy Communications Company's SLI, or costs on an ongoing basis to administer the release of Cinergy Communications Company SLI, Cinergy Communications Company shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Cinergy Communications Company's SLI, Cinergy Communications Company will be notified in writing. If Cinergy Communications Company does not wish to pay its proportionate share of these reasonable costs, Cinergy Communication Company may instruct Bell South that it does not wish to authorize its release of SLI to independent publishers, and Cinergy Communications will not thereafter be liable for such costs.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cinergy Communications Company under this Agreement. Cinergy Communications Company shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses including but not limited to reasonable attorneys' fees and expenses arising from Cinergy Communications Company's failure to provide BellSouth accurate listings. BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cinergy Communications Company listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Cinergy Communications Company any complaints received by BellSouth relating to the accuracy or quality of Cinergy Communications Company listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Cinergy Communications Company will be required to provide to BellSouth the names, addresses and telephone numbers of all Cinergy Communications Company customers that wish to be omitted from directories.
- 5.5 Inclusion of Cinergy Communications Company Customers in Directory Assistance Database. BellSouth will include and maintain Cinergy Communications Company subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Cinergy Communications Company shall provide such Directory Assistance listings at no recurring charge. BellSouth and Cinergy Communications Company will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

- 5.6 Listing Information Confidentiality. BellSouth will accord Cinergy Communications Company's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Cinergy Communications Company's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Directories. BellSouth or its agent shall deliver White Pages directories to Cinergy Communications Company subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of Cinergy Communications Company, provide to Cinergy Communications Company access to its network elements at any technically feasible point for the provision of Cinergy Communications Company's telecommunications service where such access is necessary and failure to provide access would impair the ability of Cinergy Communications Company to provide services that it seeks to offer. Any request by Cinergy Communications Company for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.
- 6.2 Cinergy Communications Company shall submit any BFR/NBR in writing to Cinergy Communications Company's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response.
- 6.3 Local Dialing Parity. BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. Cinergy Communications Company Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, Cinergy Communications Company Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.
7. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Cinergy Communications Company, BellSouth shall respond to

subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Cinergy Communications Company end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Cinergy Communications Company end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to Cinergy Communications Company. Where BellSouth is providing to Cinergy Communications Company telecommunications services for resale or providing to Cinergy Communications Company the local switching function, then Cinergy Communications Company agrees that in those cases where Cinergy Communications Company receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cinergy Communications Company end users, and where Cinergy Communications Company does not have the requested information, Cinergy Communications Company will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

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

8. **Liability and Indemnification**

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

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Cinergy Communications Company for any act or omission of another telecommunications company providing services to Cinergy Communications Company.

8.3 Limitation of Liability

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

Company customer or any other Person or entity against BellSouth, resulting from the gross negligence or intentional misconduct of BellSouth shall not be subject to any such limitation of liability.

- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor Cinergy Communications Company shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Except in the case of gross negligence or intentional misconduct, under no circumstances shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement

pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

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

9. Intellectual Property Rights and Indemnification

- 9.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, Cinergy Communications shall not publish or use BellSouth's logo, trademark, service mark, name, domain name or language, pictures, or symbols or words from which the BellSouth name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit Cinergy from using the BellSouth name in valid comparative advertising. This paragraph 9.1 shall confer no rights on Cinergy Communications to the service marks, trademarks and trade names owned or used in connection with services by BellSouth, or its Affiliates, except as expressly permitted by BellSouth. Cinergy Communications Company may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement. LEAVE THIS IN

- 9.2 **Ownership of Intellectual Property.** Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter-owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement only to the extent arising from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded specifically for such claims in accordance with Section 8 preceding.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 9.7 Dispute Resolution. Any claim arising under this Section 9 shall be excluded from the dispute resolution procedures set forth in Section 11 and may be brought in a court of competent jurisdiction.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cinergy Communications Company, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. BellSouth and Cinergy Communications Company shall use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 10.8 Assignments
- 10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cinergy Communications Company, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.
- 11. Resolution of Disputes**
- 11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.
- 12. Taxes**
- 12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other

taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

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

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

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

- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 13. Network Maintenance and Management**
- 13.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g. maintenance contract numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 13.2 Each Party hereto shall maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 13.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 13.4 BellSouth agrees to provide Cinergy Communications Company prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit

BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to Cinergy Communications Company under the terms of this Agreement.

14. Changes in Subscriber Carrier Selection

14.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from a Cinergy Communications Company Customer or another LEC in order to process a Cinergy Communications Company order for Resale Service for a Cinergy Communications Company End User. Unless required otherwise by applicable FCC or Commission rules, Cinergy Communications Company shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by Cinergy Communications Company under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

14.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or cause to be switched that End User back to his preferred carrier in accordance with Applicable Law.

15. Force Majeure

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

16. Adoption of Agreements

- 16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cinergy Communications Company any interconnection agreement filed and approved pursuant to 47 USC § 252, during the original term of such Agreement. BellSouth shall also make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cinergy Communications Company any interconnection service, network element, or combination of network elements provided under any other agreement filed and approved pursuant to 47 USC § 252 during the original term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, network element, or combination of network elements and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

17. Modification of Agreement

- 17.1 If Cinergy Communications Company changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Cinergy Communications Company to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 17.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 17.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Cinergy Communications Company or BellSouth to perform any material terms of this Agreement, Cinergy Communications Company or BellSouth may, on fifteen (15) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- 17.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

18. Non-waiver of Legal Rights

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

19. Severability

- 19.1 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

20. Waivers

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

21. Governing Law

- 21.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the services are provided, without regard to its conflict of laws principles.

22. Arm's Length Negotiations

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

23. Notices

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

BellSouth Telecommunications, Inc.

Account Team

600 North 19th Street
Birmingham, Alabama 35203

and

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

Cinergy Communications Company

Robert A. Bye
Corporate Counsel
8829 Bond Street
Overland park, KS 66214
(913) 492-1230 ext 5132

and

John Cinelli
President
1419 W. Lloyd Expy., Suite 101
Evansville, IN 47710

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

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

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

24. Headings of No Force or Effect

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

25. Multiple Counterparts

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

26. Implementation of Agreement

- 26.1 If Cinergy Communications Company is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

27. Filing of Agreement

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

28. Compliance with Applicable Law

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

29. Necessary Approvals

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

30. Good Faith Performance

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

31. Nonexclusive Dealings

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

32. Left Blank Intentionally**33. Survival**

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

34. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to Cinergy Communications Company has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Cinergy Communications Company as the CLEC initiating the alleged unauthorized change, the appropriate

nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and Cinergy Communications Company.

35. Entire Agreement

35.1 This Agreement and its rate Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

35.2 **This Agreement includes rate attachments for provisions for the services provided under the Expired Agreement:**

Network Elements and Other Services
Local Interconnection
Resale
Collocation.

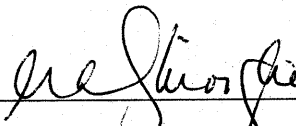
35.3 This Agreement also includes an attachment with rates, terms and conditions for the provision of Remote Call Forwarding.

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

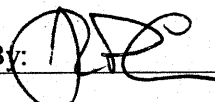
Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

By: 
Name: Elizabeth B.A. Shiroishi
Title: Assistant Director
Date: 9/6/02

Cinergy Communications Company

By: 
Name: John P. Cirelli
Title: as president
Date: 8/30/02

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manual Svc per LSR	Attachment: 2	Exhibit: B		
					Rec	Nonrecurring First	Add'l	Disconnect First	Add'l	SOMEK	SOMAN	OSS Rates(\$)	SOMAN	SOMAN

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Attachment: 2			Exhibit: B			
						Rec	Nonrecurring		First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.85	14.88		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.85	14.88		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01					7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	UREWO		87.72	36.36				7.86			
	CLEC to CLEC Conversion Charge without outside dispatch														
	4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	28.26	164.11	112.36	78.91	18.66		7.86			
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66		7.86			
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	86.06	164.11	112.36	78.91	18.66		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01					7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	UREWO		87.72	36.36				7.86			
	CLEC to CLEC Conversion Charge without outside dispatch														
	2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83		7.86			
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83		7.86			
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UDN	OCOSL		23.01					7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UDN	UREWO		91.63	44.16				7.86			
	CLEC to CLEC Conversion Charge without outside dispatch														
	2-WIRE Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	18.44	146.77	95.02	71.38	13.83		7.86			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	25.08	146.77	95.02	71.38	13.83		7.86			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	42.87	146.77	95.02	71.38	13.83		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UDC	UREWO		91.63	44.16				7.86			
	CLEC to CLEC Conversion Charge without outside dispatch														
	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	10.82	141.98	79.73	69.02	11.47		7.86			
	2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47		7.86			
	2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01					7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	UAL2W	10.82	121.18	69.00	69.09	11.54		7.86			
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54		7.86			
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54		7.86			
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	23.01	121.18	69.00	69.09	11.54		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		86.20	40.40				7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	UREWO										
	CLEC to CLEC Conversion Charge without outside dispatch														
	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	8.75	151.54	89.29	69.09	11.54		7.86			
	2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54		7.86			
	2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01					7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UHL	UHL2W	8.75	130.74	78.56	69.09	11.54		7.86			
	2-Wire Unbundled HDSL Loop without manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54		7.86			
	2-Wire Unbundled HDSL Loop without manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54		7.86			
	2-Wire Unbundled HDSL Loop without manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2W	23.01	130.74	78.56	69.09	11.54		7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		86.14	40.40				7.86			
	Order Coordination for Specified Conversion Time (per LSR)			UHL	UREWO										
	CLEC to CLEC Conversion Charge without outside dispatch														
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														

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UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)			Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring Add'l	SOME					SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	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
	4 Wire Unbundled HDLS Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69		7.86					
	4-Wire Unbundled HDLS Loop including manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69		7.86					
	4-Wire Unbundled HDLS Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69		7.86					
	Order Coordination for Specified Conversion Time (per LSR) and facility reservation - Zone 1			UHL	OCOSL		23.01										
	4-Wire Unbundled HDLS Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80		7.86					
	4-Wire Unbundled HDLS Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80		7.86					
	4-Wire Unbundled HDLS Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80		7.86					
	Order Coordination for Specified Conversion Time (per LSR) and facility reservation - Zone 1			UHL	OCOSL		23.01										
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				7.86					
	4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55		7.86					
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55		7.86					
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55		7.86					
	Order Coordination for Specified Conversion Time (per LSR) and facility reservation - Zone 1			USL	OCOSL		23.01										
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.04									
	4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																
	4-Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66		7.86					
	Order Coordination for Specified Conversion Time (per LSR) and facility reservation - Zone 1			UDL	OCOSL		23.01										
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66		7.86					
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66		7.86					
	Order Coordination for Specified Conversion Time (per LSR) and facility reservation - Zone 1			UDL	OCOSL		23.01										
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75				7.86					
	2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54		7.86					
	Order Coordination for Unbundled Copper Loops (per loop) and facility reservation - Zone 1			UCL	UCLMC		9.00										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54		7.86					
	Order Coordination for Unbundled Copper Loops (per loop) and facility reservation - Zone 1			UCL	UCLMC		9.00										
	2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	24.91	140.95	78.70	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	36.94	140.95	78.70	69.09	11.54		7.86					
	2-Wire Unbundled Copper Loop/Long - Includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	69.95	140.95	78.70	69.09	11.54		7.86					
	Order Coordination for Unbundled Copper Loops (per loop) and facility reservation - Zone 1			UCL	UCLMC		9.00										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	24.91	120.15	67.97	69.09	11.54		7.86					

CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B		
						Nonrecurring		Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
						Rec	First	Add'l	First							Add'l
UNBUNDLED NETWORK ELEMENTS - Kentucky	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	2	UCL	UCL2W		36.94	120.15	67.97	69.09	11.54						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	3	UCL	UCL2W		69.95	120.15	67.97	69.09	11.54						
	Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00									
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4S		16.92	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4S		17.36	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4S		28.10	170.31	108.06	74.95	14.69						
	Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00									
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4W		16.92	149.52	97.33	74.95	14.69						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4W		17.36	149.52	97.33	74.95	14.69						
4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4W		28.10	149.52	97.33	74.95	14.69							
Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00										
4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4L		46.91	170.31	108.06	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4L		45.78	170.31	108.06	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL4L		171.34	170.31	108.06	74.95	14.69							
Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00										
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4O		46.91	149.52	97.33	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4O		45.78	149.52	97.33	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL4O		171.34	149.52	97.33	74.95	14.69							
Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00										
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4O		46.91	149.52	97.33	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4O		45.78	149.52	97.33	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	3	UCL	UCL4O		171.34	149.52	97.33	74.95	14.69							
Order Coordination for Unbundled Copper Loops (per loop) CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UCLMC			9.00										
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	1	UCL	UCL4O		46.91	149.52	97.33	74.95	14.69							
4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	2	UCL	UCL4O		45.78	149.52	97.33	74.95	14.69							

UNBUNDLED NETWORK ELEMENTS - Kentucky																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 2			Exhibit: B	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)		Nonrecurring Add'l	Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR		Attachment: 2		Exhibit: B	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	First				SOME	SOMAN	SOMAN	SOMAN			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	7.67	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.70	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	19.53	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	7.67	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.70	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFB	19.53	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Order Coordination for Specified Conversion Time, per LSR		1	UEA	USBFC	7.67	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		2	UEA	USBFC	9.70	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	19.53	114.83	64.61	72.34	17.21		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	22.82	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.24	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFD	81.41	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	22.82	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.24	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	81.41	131.73	79.98	81.82	51.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 1		1	UDN	USBFF	13.00	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	16.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	26.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 1		1	UDN	USBFS	13.00	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFS	16.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFS	26.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 1		1	UDN	USBFS	13.00	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFS	16.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFS	26.95	131.79	80.04	74.16	16.60		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 1		1	USL	USBFG	87.71	125.43	73.68	81.82	21.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 2		2	USL	USBFG	273.33	125.43	73.68	81.82	21.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 3		3	USL	USBFG	273.33	125.43	73.68	81.82	21.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 1		1	UCL	USBFH	6.44	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 2		2	UCL	USBFH	6.44	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 4-Wire ISDN BRI - Zone 3		3	UCL	USBFH	6.44	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.78	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.78	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	5.78	105.31	53.57	71.16	13.61		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	11.33	125.55	73.80	77.12	16.86		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	10.18	125.55	73.80	77.12	16.86		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	10.32	125.55	73.80	77.12	16.86		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	20.78	125.43	73.68	81.82	21.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	26.41	125.43	73.68	81.82	21.56		7.86					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	23.10	125.43	73.68	81.82	21.56		7.86					

UNBUNDLED NETWORK ELEMENTS - Kentucky																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2			Exhibit: B																																																																																																																																																																																																																																																																																																																																																																																																																																																											
						Rec	Nonrecurring Add'l		SOME					SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect First	Add'l	Attachment: 2			Exhibit: B			
						Rec	First	Add'l			SOME	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
	Unbundled Contract Name, Provisioning Only - No Rate			UEANLUEFUEQUJ ENTW	UNEEN												
UNE OTHER, PROVISIONING ONLY - NO RATE	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UALUCLUDCUDL UDNUEAULHLILC	UNEEN	0.00		0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEAUNLUDCUDC	USBFQ	0.00		0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			UEAUSLUDCUDL CCO5F	USBFR	0.00		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00		0.00									
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.25		551.38	173.00	120.42	7.86						
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.31											
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25		551.38	173.00	120.42	7.86						
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51											
LOOP MAKE-UP	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UNK	UMKLW		23.40										
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UNK	UMKLP		24.85										
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized)			UNK	PSUMK		0.67										
HIGH FREQUENCY SPECTRUM	SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00	7.86						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	357.29	0.00	7.86						
	Line Sharing Splitter, per System 8 Line Capacity			ULS	ULSD8	16.94	377.71	0.00			7.86						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.62		100.40		7.86						
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	37.16	21.28	20.17	9.90	7.86						
	Line Sharing - per Subsequent Activity per Line			ULS	ULSDS		32.90	16.43			7.86						
	Rearrangement(BST Owned Splitter)			ULS	ULSCS		32.90	16.43			7.86						
	Line Sharing - per Subsequent Activity per Line			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74	7.86						
	Rearrangement(DLEC Owned Splitter)			ULS	UREOS	0.61	37.02	21.20	21.10	9.87	7.86						
UNBUNDLED DEDICATED TRANSPORT	Line Sharing - per Line Activation (DLEC owned Splitter)			UEPSR UEPSB	UREBP	0.647	37.02	21.20	21.10	9.87	7.86						
	Line Splitting - per line activation DLEC owned - physical			UEPSR UEPSB	UREBV	0.645	37.02	21.20	21.10	9.87	7.86						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB													
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB													
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB													
UNBUNDLED DEDICATED TRANSPORT																	
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3STS-1-four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	28.11	47.34	31.78	22.77	8.75	7.86						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01											
	Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	28.11	47.34	31.78	22.77	8.75	7.86						
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01											

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UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Nonrecurring		Nonrecurring Disconnect				SOMECH	SOMAN			SOMAN	SOMAN
						First	Add'l	First	Add'l								
						Rec											
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade Facility Termination per month			U1TV4		25.86	47.34	31.78	22.77	8.75		7.86					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX		0.0115											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX		20.97	47.35	31.78	22.77	8.75		7.86					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX		0.0115											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX		20.97	47.35	31.78	22.77	8.75		7.86					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1		0.23											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1		96.04	105.52	98.46	23.09	20.49		7.86					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3		4.97											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3		1,175.15	335.40	219.24	89.57	87.75		7.86					
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1		4.97											
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1		1,149.51	335.40	219.24	89.57	87.75		7.86					
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3/STS-1-four months																
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bar per month			ULDVX		18.57	265.78	46.96	46.79	4.98		7.86					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			ULDR2		18.57	265.78	46.96	46.79	4.98		7.86					
	Local Channel - Dedicated - DS1 per month - Zone 1			ULDF1		40.46	209.60	176.51	30.21	21.07		7.86					
	Local Channel - Dedicated - DS1 per month - Zone 2			ULDF1		43.39	209.60	176.51	30.21	21.07		7.86					
	Local Channel - Dedicated - DS1 per month - Zone 3			ULDF1		164.50	209.60	176.51	30.21	21.07		7.86					
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3		8.74											
	Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3		576.05	551.38	338.08	173.00	120.42		7.86					
	Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1		8.74											
	Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1		543.24	551.38	338.08	173.00	120.42		7.86					
	MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			UXTD1		113.33	101.40	71.60	13.79	13.04		7.86					
	Channelization - DS1 to DS0 Channel System - per month (2.4-kbps)			UDL		1.32	10.07	7.08				7.86					
	2-wire ISDN COG (BRIT) - DS1 to DS0 Channel System - per month			UDN		2.84	10.07	7.08				7.86					
	Voice Grade COG - DS1 to DS0 Channel System - per month			UEA		0.6228	10.07	7.08				7.86					
	DS3 to DS1 Channel System per month			UM33		158.20	199.23	118.62	50.16	48.59		7.86					
	STS1 to DS1 Channel System per month			UM33		158.20	199.23	118.62	50.16	48.59		7.86					
	DS3 Interface Unit (DS1 COG) used with Loop per month			UC1D1		11.80	10.07	7.08				7.86					
	DS3 Interface Unit (DS1 COG) used with Local Channel per month			UC1D1		11.80	10.07	7.08				7.86					
	DS3 Interface Unit (DS1 COG) used with Interoffice Channel per month			UC1D1		11.80	10.07	7.08				7.86					
	DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF		47.01	732.53	192.67	377.27	241.67		7.86					
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF		30.74	732.53	192.67	377.27	241.67		7.86					
	NRC Dark Fiber - Interoffice Channel			UDF													

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Manually per LSR	Attachment: 2		Exhibit: B
						Rec	Nonrecurring		Nonrecurring Disconnect First			OSS Rates(\$)		
							Add'l	First				SOME	SOMAN	
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF		47.01	732.53	192.67	377.27	241.67	7.86			
	NRC Dark Fiber - Local Loop			UDF										
	TRANSPORT OTHER					0.0006478								
	8XX ACCESS TEN DIGIT SCREENING			OHD										
	8XX Access Ten Digit Screening, Per Call			OHD			4.14	0.70			7.86			
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD			8.78	1.18	7.08	0.86				
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	7.08	0.86				
	POTS Translations			OHD			4.14	2.07			7.86			
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD			4.85	2.78			7.86			
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD			4.85	0.70			7.86			
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD			4.14	4.14			7.86			
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD		0.0006478								
	8XX Access Ten Digit Screening w/ BFL No. Delivery			OHD		0.0006478								
	8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD										
	LINE INFORMATION DATA BASE ACCESS (LIDB)			OQT		0.000023								
	LIDB Common Transport Per Query			OQT		0.0137322	55.12		67.59		7.86			
	LIDB Validation Per Query			OQT, OQU										
	LIDB Originating Point Code Establishment or Change			OQT, OQU			43.56	43.56	22.45	22.45				
	SIGNALING (CCST)			UDB		20.71								
	CCST Signaling Connection, Per 56 Kbps Facility			UDB		151.39								
	CCST Signaling Termination, Per STP Port			UDB		0.0000656								
	CCST Signaling Usage, Per TCAP Message			UDB		20.71	43.56	43.56	22.45	22.45	7.86			
	CCST Signaling Connection, Per link (A link)			UDB										
	CCST Signaling Connection, Per link (B link) (also known as D link)			UDB		20.71	43.56	43.56	22.45	22.45	7.86			
	CCST Signaling Usage, Per ISUP Message			UDB		0.0000164								
	CCST Signaling Usage Surrogate, per link per LATA			UDB		751.08								
	CCST Signaling Point Code, per Originating Point Code			UDB			46.02	46.02	56.43	56.43	7.86			
	Establishment or Change, per STP affected			UDB			46.02	46.02	56.43	56.43				
	CCST Signaling Point Code, per Destination Point Code			UDB										
	Establishment or Change, Per STP Affected			UDB		18.57	265.78	46.96	46.79	4.98		18.94	18.94	
	E911 SERVICE					0.0115								
	Local Channel - Dedicated - 2-wr Voice Grade													
	Interface Transport - Dedicated - 2-wr Voice Grade Per Mile					29.11	47.34	31.78	22.77	8.75		18.94	18.94	
	Interface Transport - Dedicated - 2-wr Voice Grade Per Facility					40.46	209.60	176.51	30.21	21.07		18.94	18.94	
	Termination					43.39	209.60	176.51	30.21	21.07		18.94	18.94	
	Local Channel - Dedicated - DS1 - Zone 1					164.50	209.60	176.51	30.21	21.07		18.94	18.94	
	Local Channel - Dedicated - DS1 - Zone 2					0.23								
	Local Channel - Dedicated - DS1 - Zone 3													
	Interface Transport - Dedicated - DS1 Per Mile					96.04	105.52	98.46	23.09	20.49		18.94	18.94	
	Interface Transport - Dedicated - DS1 Per Facility Termination													
	CALLING NAME (CNAM) SERVICE													
	CNAM For DB Owners - Service Establishment			OQV		25.34	25.34	23.30	23.30	23.30	7.86			
	CNAM For Non DB Owners - Service Establishment			OQV		25.34	25.34	23.30	23.30	23.30	7.86			
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV		1,591.54	1,177.08	431.95	317.61	317.61	7.86			
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV										
	CNAM for DB Owners, Per Query			OQV		0.0010348	546.40	393.74	438.93	317.61	7.86			
	CNAM for Non DB Owners, Per Query			OQV		0.0010348								

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UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	OSS Rates(\$) SOMAN		SOMAN		
	QNAM (Non-Databs Owner), NRC applies when using the Character Based User Interface (CHUI)			QQV													
LNP Query Service																	
	LNP Charge Per query																
	LNP Service Establishment Manual																
	LNP Service Provisioning with Point Code Establishment																
OPERATOR CALL PROCESSING																	
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST																
	Oper. Call Processing - LDB																
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LDB																
	Oper. Call Processing - Fully Automated, per Call - Using BST																
	Oper. Call Processing - Fully Automated, per Call - Using LDB																
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LDB																
INWARD OPERATOR SERVICES																	
	Inward Operator Services - Verification, Per Call																
	Inward Operator Services - Verification and Emergency Interrupt - Per Call																
BRANDING - OPERATOR CALL PROCESSING																	
	Recording of Custom Branded OA Announcement				CBAOS												
	Loading of Custom Branded OA Announcement per shell/NAV				CBAOL												
	Unbranding via OLNS for UNEP CLEC																
	Loading of OA per OCN (Regional)																
DIRECTORY ASSISTANCE SERVICES																	
	Directory Assistance Access Service																
	Directory Assistance Access Service Calls, Charge Per Call																
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
	Directory Assistance Call Completion Access Service (DACC)																
	Per Call Attempt																
DIRECTORY TRANSPORT																	
DIRECTORY ASSISTANCE SERVICES																	
	Directory Assistance Data Base Service (DADS)																
	Directory Assistance Data Base Service Charge Per Listing				DBSOE												
	Directory Assistance Data Base Service, per month																
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA												
	Loading of Custom Branded Announcement per DRAM			AMT	CBADC												
	Card/Switch																
UNEP CLEC																	
	Recording of DA Custom Branded Announcement																
	Loading of DA Custom Branded Announcement per DRAM																
	Card/Switch per OCN																
Unbranding via OLNS for UNEP CLEC																	
	Loading of DA per OCN (1 OCN per Order)																
	Loading of DA per Switch per OCN																
SELECTIVE ROUTING																	
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR												
VIRTUAL COLLOCATION																	
	Virtual Collocation - Application Cost			AMTFS	EAF												
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX												
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPXX												
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAK												
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX												

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Manually per LSR	Attachment: 2			Exhibit: B		
						Rec	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
							First	Add'l								
				UEANL,UEAUNLU,DC,UAL,UHL,UCL,U												
				EQ,AMTFS,UDL,UNCVX,UNCDDX,UNCN	UEAC2	0.0309	24.68	23.88	12.14	10.95	19.99					
	Virtual Collocation - 2-wire Cross Connects (loop)			UEAHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDDX	UEAC4	0.0619	24.88	23.82	12.77	11.46	19.99					
	Virtual Collocation - 4-wire Cross Connects (loop)			AMTFS,UDL12,UDLO3,UT148,UT112,UT103,ULDO3,ULD12,ULD48,UDF	CNC2F	3.80	41.94	30.51	14.76	11.84		19.99	19.99	19.99	19.99	19.99
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,UT148,UT112,UT103,ULDO3,ULD12,ULD48,UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
	Virtual Collocation - 4-Fiber Cross Connects			USL,UCL,AMTFS,ULR,UKTD1,UNC1X,ULDD1,UT1D1,USLEL,UNLD1	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - DS1 Cross Connects			USL,UCL,AMTFS,U												
				E3,UT1D3,UKTS1,UKTD3,UNC3X,UNC3X,ULDD3,UTTS1,ULDS1,ULDX,UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
	Virtual collocation - DS3 Cross Connects			AMTFS	VE1CB	0.003										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable			AMTFS	VE1CD	0.0045										
	Support Structure, per linear foot			AMTFS	VE1CC		535.55									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable			AMTFS	VE1CE		535.55									
	Support Structure, per cable			AMTFS	SPTBX		33.98	21.53								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax			AMTFS	SPTDX		44.26	27.81								
	Cable Support Structure, per half hour			AMTFS	SPTPX		54.54	34.09								
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	SPTPM		90.39	34.09								
	Virtual collocation - Maintenance in CO - Premium, per half hour			AMTFS	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual collocation - Maintenance in CO - Premium, per half hour			AMTFS	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95	7.86					

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UNBUNDLED NETWORK ELEMENTS - Kentucky														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-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
						Rec	Nonrecurring Add'l		First							Disconnect Add'l	
							SOME	SOMAN									SOMAN
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire			UEPEX	VEIR4	1.48	44.23	31.98	12.81	11.57		7.86					
	ISDN DS1																
	VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.309	24.68	23.68	12.14	10.95		7.86					
	AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		193,401.00	193,401.00	9,483.34	9,483.34		7.86					
	End Office Establishment			SRC	SRCEO		194.09	194.09	0.85	0.85		7.86					
	LinePort NRC, per end user			SRC	SRQLP		2.06	2.06				7.86					
	Query NRC, per query			SRC		0.0037502											
	AIN - BELL SOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			AIN	CAMSE		43.55	43.55	44.93	44.93		7.86					
	AIN SMS Access Service - Port Connection - Dial/Shared Access			AIN	CAMDP		8.64	8.64	10.03	10.03		7.86					
	AIN SMS Access Service - Port Connection - ISDN Access			AIN	CAMIP		8.64	8.64	10.03	10.03		7.86					
	AIN SMS Access Service - User Identification Codes - Per User			AIN	CAMAU		38.65	38.65	29.88	29.88		7.86					
	ID Code			AIN													
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			AIN	CAMRC		75.08	75.08	12.93	12.93		7.86					
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0025											
	AIN SMS Access Service - Session, Per Minute					0.666											
	AIN SMS Access Service - Company Performed Session, Per Minute					0.4608											
	AIN - BELL SOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.55	43.55	44.93	44.93		7.86					
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,436.93	8,436.93				7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		8.64	8.64	10.03	10.03		7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03		7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP				BAPTO		51.01	51.01	18.50	18.50		7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		51.01	51.01	18.50	18.50		7.86					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		51.01	51.01	18.50	18.50		7.86					
	AIN Toolkit Service - Query Charge, Per Query					0.0549207											
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0066492											
	AIN Toolkit Service - SCF Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07											
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS		8.64	8.64	6.08	6.08		7.86					
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS		9.56	9.56				7.86					
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS		8.64	8.64	6.08	6.08		7.86					
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES		9.56	9.56				7.86					
	ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston-Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements. (No Switch As Is Charge.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements. (No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																

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UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B	
						Rec	Nonrecurring Add'l		Disconnect Add'l			OSS Rates(\$)		Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
							First	Add'l				SOME	SOMAN		
	First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84	7.86				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84	7.86				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84	7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNCVX	1L5XX	0.19									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32	7.86				
	DS1 Channelization System Per Month			UNCVX	MQ1	113.33	57.26	14.74	1.86	1.67	7.86				
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.62	6.71	4.84			7.86				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84	7.86				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84	7.86				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84	7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84			7.86				
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17	7.86				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84	7.86				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84	7.86				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84	7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	0.19									
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32	7.86				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCVX	MQ1	113.33	57.26	14.74	1.86	1.67	7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84			7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84	7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84	7.86				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84	7.86				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84			7.86				
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17	7.86				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84	7.86				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84	7.86				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84	7.86				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	0.19									
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32	7.86				

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Nonrecurring		OSS Rates(\$)						Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						Rec	Add'l	SOME	SOMAN							SOMAN	SOMAN
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	113.33	57.26	14.74	1.86	1.67							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCIX	1D1DD	1.32	6.71	4.84									
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCIX	UDL56	27.59	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCIX	UDL56	32.48	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCIX	UDL56	36.37	125.22	60.48	59.69	7.84							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCIX	1D1DD	1.32	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCIX	UNCCC		8.98	8.98	11.17	11.17							
	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	UNCIX	UDL64	27.59	125.22	60.48	59.69	7.84							
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCIX	UDL64	32.48	125.22	60.48	59.69	7.84							
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCIX	UDL64	36.37	125.22	60.48	59.69	7.84							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1L5XX	0.19											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCIX	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCIX	MQ1	113.33	57.26	14.74	1.86	1.67							
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCIX	1D1DD	1.32	6.71	4.84									
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCIX	UDL64	27.59	125.22	60.48	59.69	7.84							
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCIX	UDL64	32.48	125.22	60.48	59.69	7.84							
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCIX	UDL64	36.37	125.22	60.48	59.69	7.84							
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCIX	1D1DD	1.32	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCIX	UNCCC		8.98	8.98	11.17	11.17							
	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	UNCIX	USLXX	86.47	210.70	114.60	63.96	17.97							
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNCIX	USLXX	114.10	210.70	114.60	63.96	17.97							
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNCIX	USLXX	297.76	210.70	114.60	63.96	17.97							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1L5XX	0.19											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCIX	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCIX	UNCCC		8.98	8.98	11.17	11.17							
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNCIX	USLXX	86.47	210.70	114.60	63.96	17.97							
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNCIX	USLXX	114.10	210.70	114.60	63.96	17.97							
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNCIX	USLXX	297.76	210.70	114.60	63.96	17.97							

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UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Attachment: 2			Exhibit: B			
					Rec	Nonrecurring		Nonrecurring Disconnect First		OSS Rates(\$)						
						First	Add'l			SOME	SOMAN	Charge - Manual Svc Order vs. Electronic- Add'l		Charge - Manual Svc Order vs. Electronic- Disc 1st	SOMAN	
	Interface Transport - Dedicated - DS3 combination - Per Mile		UNC3X	1L5XX	4.09											
	Interface Transport - Dedicated - DS3 - Facility Termination per month		UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39							
	DS3 to DS1 Channel System combination per month		UNC3X	U1TF3	158.20	115.48	56.53	15.12	5.30							
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 1	1	UNC1X	U1TF3	11.80	6.71	4.84									
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 2	2	UNC1X	U1TF3	86.47	210.70	114.60	63.96	17.97							
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 3	3	UNC1X	U1TF3	114.10	210.70	114.60	63.96	17.97							
	DS3 Interface Unit (DS1 COC) combination per month		UNC1X	U1TF3	297.78	210.70	114.60	63.96	17.97							
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNC3X	U1TF3	11.80	6.71	4.84									
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)		UNC3X	U1TF3		8.98	8.98	11.17	11.17							
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	U1TF3	12.67	125.22	60.48	59.69	7.84							
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	U1TF3	17.45	125.22	60.48	59.69	7.84							
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	U1TF3	33.22	125.22	60.48	59.69	7.84							
	Interface Transport - Dedicated - 2-wire VG combination - Per Mile Per Month		UNCVX	U1TF3	0.01											
	Interface Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TF3	23.95	98.09	53.67	22.42	11.17							
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNCVX	U1TF3		8.98	8.98	11.17	11.17							
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)		UNCVX	U1TF3												
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	U1TF3	28.26	125.22	60.48	59.69	7.84							
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	U1TF3	34.25	125.22	60.48	59.69	7.84							
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	U1TF3	85.06	125.22	60.48	59.69	7.84							
	Interface Transport - Dedicated - 4-wire VG combination - Per Mile Per Month		UNCVX	U1TF3	0.01											
	Interface Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TF3	21.28	98.09	53.67	22.42	11.17							
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNCVX	U1TF3		8.98	8.98	11.17	11.17							
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)		UNCVX	U1TF3												
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month		UNC3X	U1TF3	9.25											
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month		UNC3X	U1TF3	308.31	237.36	147.69	83.43	32.67							
	Interface Transport - Dedicated - DS3 - Per Mile per month		UNC3X	U1TF3	4.09											
	Interface Transport - Dedicated - DS3 combination - Facility Termination per month		UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39							
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNC3X	U1TF3		8.98	8.98	11.17	11.17							
	STIS1 DIGITAL EXTENDED LOOP WITH DEDICATED STIS1 INTEROFFICE TRANSPORT (EEL)		UNC3X	U1TF3												
	High Capacity Unbundled Local Loop - STIS1 combination - Per Mile per month		UNC3X	U1TF3	9.25											
	High Capacity Unbundled Local Loop - STIS1 combination - Facility Termination per month		UNC3X	U1TF3	320.51	237.36	147.69	83.43	32.67							
	Interface Transport - Dedicated - STIS1 combination - Per Mile per month		UNC3X	U1TF3	4.09											

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UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)			Nonrecurring First	Nonrecurring Add'l	Disconnect Add'l	Svc Order		Attachment: 2		Exhibit: B	
						Rec	First	Add'l				Elec per LSR	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	
																	SOMECH
	Interface Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.59	48.00	23.39		7.86					
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17		7.86					
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84		7.86					
	Transport - Zone 1																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84		7.86					
	Transport - Zone 2																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84		7.86					
	Transport - Zone 3			UNCIX	1L5XX	0.19											
	Interface Transport - Dedicated - DS1 combination - Per Mile Termination			UNCIX	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86					
	Interface Transport - Dedicated - DS1 combination - Facility Termination per month			UNCIX	U1TF1	79.02	181.24	123.53	56.72	22.32		7.86					
	Channelization - Channel System DS1 to DS0 combination - per month			UNCIX	MQ1	113.33	57.26	14.74	1.86	1.67		7.86					
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.84	6.71	4.84				7.86					
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84		7.86					
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84		7.86					
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84		7.86					
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.84	6.71	4.84				7.86					
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge			UNCIX	UNCCC		8.98	8.98	11.17	11.17		7.86					
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNCIX	USLXX	86.47	210.70	114.60	63.96	17.97		7.86					
	Zone 2		2	UNCIX	USLXX	114.10	210.70	114.60	63.96	17.97		7.86					
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNCIX	USLXX	297.76	210.70	114.60	63.96	17.97		7.86					
	Interface Transport - Dedicated - STS1 combination - Per Month Termination			UNCSX	1L5XX	4.09											
	Interface Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39		7.86					
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	158.20	115.48	58.53	15.12	5.30		7.86					
	DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	UC1D1	11.80	6.71	4.84				7.86					
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNCIX	USLXX	86.47	210.70	114.60	63.96	17.97		7.86					
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNCIX	USLXX	114.10	210.70	114.60	63.96	17.97		7.86					
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNCIX	USLXX	297.76	210.70	114.60	63.96	17.97		7.86					
	DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	UC1D1	11.80	6.71	4.84				7.86					
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17		7.86					
	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	UNCIX	UDL56	27.59	125.22	60.48	59.69	7.84		7.86					
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCIX	UDL56	32.48	125.22	60.48	59.69	7.84		7.86					
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCIX	UDL56	36.37	125.22	60.48	59.69	7.84		7.86					
	Interface Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCIX	1L5XX	0.01											

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B	
						Nonrecurring Add'l	First	Rec	Nonrecurring Add'l	First	Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
UNBUNDLED NETWORK ELEMENTS - Kentucky	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	53.67	98.09	17.25	53.67	56.31	22.42	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCDX	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)														
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport	1		UNCDX	UDL64	60.48	125.22	27.59	60.48	59.69	7.84	7.86	7.86		
	Combination - Zone 1														
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport	2		UNCDX	UDL64	60.48	125.22	32.48	60.48	59.69	7.84	7.86	7.86		
	Combination - Zone 2														
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport	3		UNCDX	UDL64	60.48	125.22	36.37	60.48	59.69	7.84	7.86	7.86		
	Combination - Zone 3														
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.01									
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	53.67	98.09	17.25	53.67	56.31	22.42	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCDX	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	Additional Network Elements														
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is Charge does apply.														
	When used as a part of a currently combined network elements in Kentucky, the non-recurring charges apply and the Switch As Is Charge does not.														
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge - 2 wire/4-wire VG			UNCYX	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge - 56/64 kbps			UNCYX	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge - DS1			UNC1X	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge - DS3			UNC3X	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge - STS1			UNC3X	UNCCC	8.98	8.98		8.98	11.17	11.17	7.86	7.86		
	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	18.57	265.78		46.96	46.79	4.98	7.86	7.86		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDVA	19.86	266.48		47.65	47.54	5.73	7.86	7.86		
	Local Channel - Dedicated - DS1 per month Zone 1	1		UNC1X	ULDF1	40.48	209.60		176.51	30.21	21.07	7.86	7.86		
	Local Channel - Dedicated - DS1 per month Zone 2	2		UNC1X	ULDF1	43.39	209.60		176.51	30.21	21.07	7.86	7.86		
	Local Channel - Dedicated - DS1 per month Zone 3	3		UNC1X	ULDF1	164.50	209.60		176.51	30.21	21.07	7.86	7.86		
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.74									
	Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	576.05	551.38		338.08	173.00	120.42	7.86	7.86		
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	Local Channel - Dedicated - STS - Per Mile per month			UNC3X	1L5NC	8.74									
	Local Channel - Dedicated - STS - Facility Termination per month			UNC3X	ULDFS	543.24	551.38		338.08	173.00	120.42	7.86	7.86		
	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	1.49	3.74		3.63	2.23	2.13	7.86	7.86		
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.49	3.74		3.63	2.23	2.13	7.86	7.86		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.49	3.74		3.63	2.23	2.13	7.86	7.86		
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing party Port with Caller ID - Res.			UEPSR	UEPRM	1.49	3.74		3.63	2.23	2.13	7.86	7.86		
	Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.49	3.74		3.63	2.23	2.13	7.86	7.86		
	Subsequent Activity			UEPSR	USASC	0.00	0.00		0.00			7.86	7.86		
	FEATURES														
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00		0.00			7.86	7.86		

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 2	Exhibit: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)	SOMAN	SOMAN
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus				UEPSB	1.49	3.74	3.63	2.23	2.13		7.86			
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller*E484 ID - Bus./				UEPSB	1.49	3.74	3.63	2.23	2.13		7.86			
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.				UEPSB	1.49	3.74	3.63	2.23	2.13		7.86			
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Bus.				UEPSB	1.49	3.74	3.63	2.23	2.13		7.86			
	Exchange Ports - 2-Wire VG unbundled Incoming only port with Caller ID - Bus				UEPSB	0.00	0.00					7.86			
	Subsequent Activity				UEPSB	0.00	0.00					7.86			
	FEATURES														
	All Available Vertical Features														
	EXCHANGE PORT RATES (DID & PBX)														
	2-Wire VG Unbundled 2-Way PBX Trunk - Res				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX LD Terminal Ports				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 2-Way PBX Usage Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX LD Terminal Ports				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	Capable Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	Calling Port Without LUD				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	Administrative Calling Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	Room Calling Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	Discount Room Calling Port				UEPSP	1.49	39.05	18.17	15.38	0.89		7.86			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPSP	0.00	0.00					7.86			
	Subsequent Activity				UEPSP	0.00	0.00					7.86			
	FEATURES														
	All Available Vertical Features				UEPSP	0.00	0.00					7.86			
	EXCHANGE PORT RATES (COIN)														
	Exchange Ports - Coin Port					1.49	3.74	3.63	2.23	2.13		7.86			
	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	101.60	188.36	95.15	61.92	22.67		7.86			
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)														
	EXCHANGE PORT RATES (DID & PBX)														
	Exchange Ports - 2-Wire DID Port				UEPEX	10.51	92.18	15.82	52.16	5.30		7.86			
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability				UEPDD	74.77	164.68	77.74	60.89	3.86		7.86			
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)				UEPTX	13.46	60.60	50.67	32.83	14.17		7.86			
	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.				UEPTX	0.00	0.00								
	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 NETWORK ELEMENTS - Kentucky										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- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
					Rec	Nonrecurring First	Nonrecurring Add'l			SOMECH	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port - Channel Profiles		UEPTX UEPSX	U1UMA	0.00	0.00							
	Exchange Ports - 4-Wire ISDN DSI Port		UEPEX	UEPEX	101.60	188.36	61.92		7.86				
UNBUNDLED LOCAL SWITCHING, PORT USAGE													
End Office Switching (Port Usage)					0.0011971								
End Office Switching Function, Per MOU /					0.0002112								
End Office Trunk Port - Shared, Per MOU					0.000194								
Tandem Switching (Port Usage) (Local or Access Tandem)					0.0002416								
Tandem Switching Function Per MOU													
Common Transport					0.000003								
Common Transport - Per Mile, Per MOU					0.0007486								
Common Transport - Facilities Termination Per MOU													
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES													
(Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports. Features shall apply to the Unbundled Port/loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations. For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.													
For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.													
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)													
UNE Port/loop Combination Rates													
	2-Wire VG Loop/Port Combo - Zone 1	1			10.79								
	2-Wire VG Loop/Port Combo - Zone 2	2			15.52								
	2-Wire VG Loop/Port Combo - Zone 3	3			31.74								
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	9.64								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	14.37								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	30.59								
2-Wire Voice Grade Line Port Rates (Res)													
	2-Wire voice unbundled port - residence		UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67	7.86			
	2-Wire voice unbundled port with Caller ID - res		UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67	7.86			
	2-Wire voice unbundled port outgoing only - res		UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67	7.86			
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res		UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67	7.86			
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)		UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67	7.86			
FEATURES													
	All Features Offered		UEPRX	UEPVF	0.00	0.00				7.86			
	Local Number Portability		UEPRX	LNPFX	0.35								
LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPRX										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPRX	USAC2		0.10	0.10			7.86			
	2-Wire voice Grade Loop / Line Port Combination - Conversion - Switch with charge		UEPRX	USACC		0.10	0.10			7.86			
ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX	USAS2	0.00	0.00				7.86			
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			10.79								
	2-Wire VG Loop/Port Combo - Zone 2	2			15.52								
	2-Wire VG Loop/Port Combo - Zone 3	3			31.74								
UNE Loop Rates													
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	9.64								
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	14.37								
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	30.59								
2-Wire Voice Grade Line Port (Bus)													
	2-Wire voice unbundled port without Caller ID - bus		UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67	7.86			

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Nonrecurring		Disconnect Add'l	OSS Rates(\$)			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		
						Rec	First		First					Add'l	SOMAN
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX		1.15	21.29	15.49	2.67	2.67	7.86	7.86			
	2-Wire voice unbundled port outgoing only - bus			UEPBX		1.15	21.29	15.49	2.85	2.85	7.86	7.86			
	2-Wire voice Grade unbundled Kentucky extended local dialing party port with Caller ID - bus			UEPBX		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX		0.35									
FEATURES															
	All Features Offered			UEPVF		0.00	0.00	0.00			7.86	7.86			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX			0.10	0.10			7.86	7.86			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX			0.10	0.10			7.86	7.86			
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX			0.00	0.00			7.86	7.86			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
UNE Port Loop Combination Rates															
	1 2-Wire VG Loop/Port Combo - Zone 1	1				10.79									
	2 2-Wire VG Loop/Port Combo - Zone 2	2				15.52									
	3 2-Wire VG Loop/Port Combo - Zone 3	3				31.74									
UNE Loop Rates															
	1 2-Wire Voice Grade Loop (SL 1) - Zone 1	1		UEPRG		9.64									
	2 2-Wire Voice Grade Loop (SL 1) - Zone 2	2		UEPRG		14.37									
	3 2-Wire Voice Grade Loop (SL 1) - Zone 3	3		UEPRG		30.59									
2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG		3.15	0.00	0.00			7.86	7.86			
FEATURES															
	All Features Offered			UEPVF		0.00	0.00	0.00			7.86	7.86			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-is			UEPRG			8.45	1.91			7.86	7.86			
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG			8.45	1.91			7.86	7.86			
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG		0.00	0.00	0.00			7.86	7.86			
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
UNE Port Loop Combination Rates															
	1 2-Wire VG Loop/Port Combo - Zone 1	1				10.79									
	2 2-Wire VG Loop/Port Combo - Zone 2	2				15.52									
	3 2-Wire VG Loop/Port Combo - Zone 3	3				31.74									
UNE Loop Rates															
	1 2-Wire Voice Grade Loop (SL 1) - Zone 1	1		UEPPX		9.64									
	2 2-Wire Voice Grade Loop (SL 1) - Zone 2	2		UEPPX		14.37									
	3 2-Wire Voice Grade Loop (SL 1) - Zone 3	3		UEPPX		30.59									
2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPC		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPO		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPI		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPLD		1.15	21.29	15.49	2.85	2.67	7.86	7.86			
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPXA		1.15	21.29	15.49	2.85	2.67	7.86	7.86			

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Nonrecurring		First	Add'l			Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						Rec	First								SOME	SOMAN
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPXB		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPXD		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD			UEPXE		1.15	21.29	15.49	2.85	2.67	7.86					
	Capable Port			UEPXF		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area			UEPXF		1.15	21.29	15.49	2.85	2.67	7.86					
	Calling Port without LUD			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	without LUD			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	Administrative Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	Room Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	Discount Room Calling Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPXC		1.15	21.29	15.49	2.85	2.67	7.86					
	LOCAL NUMBER PORTABILITY			UEPXC		3.15	0.00	0.00								
	Local Number Portability (1 per port)			UEPXC		0.00	0.00	0.00			7.86					
	FEATURES			UEPXC		0.00	0.00	0.00								
	All Features Offered			UEPXC												
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED			UEPXC												
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) -			USAC2		8.45	8.45	1.91			7.86					
	Conversion - Switch-As-Is			USAC2		8.45	8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) -			USACC												
	Conversion - Switch with Change			USACC												
	ADDITIONAL NRCS			USAS2		0.00	0.00	0.00			7.86					
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) -			USAS2		0.00	0.00	0.00								
	Subsequent Activity			UEPXC							7.86					
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt			UEPXC												
	Group			UEPXC												
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port Loop Combination Rates															
	1 2-Wire VG Coin Port Loop Combo - Zone 1		1			10.79										
	2 2-Wire VG Coin Port Loop Combo - Zone 2		2			15.52										
	3 2-Wire VG Coin Port Loop Combo - Zone 3		3			31.74										
	UNE Loop Rates															
	1 2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO		9.64										
	2 2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO		14.37										
	3 2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO		30.59										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way without Operator Screening and without			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	Blocking (AL, KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011,			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	900/976, 1+DDD (AL, KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	(KY)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin 2-Way with Operator Screening & Blocking:			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin Outward without Blocking and without Operator			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	Screening (KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin Outward with Operator Screening and 011 Blocking			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	(GA, KY, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin Outward with Operator Screening and Blocking:			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Coin Outward Operator Screening & Blocking: 900/976,			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					
	1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO		1.15	21.29	15.49	2.85	2.67	7.86					

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B	
						Rec	Nonrecurring Add'l				SOMECH	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
							First	Add'l						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.91						7.86		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.91						7.86		
	ADDITIONAL UNE COIN PORT/LOOP (RC) /			UEPCO	URECU	2.57	21.29	15.49	2.85	2.67				
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	LNPCX	0.35								
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)													
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				7.86		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				7.86		
	ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				7.86		
	UNBUNDLED REMOTE CALL FORWARDING - RES													
	Non-Recurring													
	UNBUNDLED REMOTE CALL FORWARDING - Bus													
	Unbundled Remote Call Forwarding, InterState/Intra LA/Bus			UEPVB	UEPVJ	1.49	3.74	3.63				7.86		
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)													
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)													
	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			21.30								
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			26.08								
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			41.85								
	UNE Loop Rates													
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.67						7.86		
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.45						7.86		
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.22						7.86		
	UNE Port Rate			UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31				
	Exchange Ports - 2-Wire DID Port													
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87				7.86		
	ADDITIONAL NRCs			UEPPX	USAS1		32.25	32.25				7.86		
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX										
	Telephone Number/Trunk Group Establishment Charges			UEPPX	NDT	0.00	0.00	0.00				7.86		
	DID Trunk Termination (One Per Port)			UEPPX	ND4	0.00	0.00	0.00				7.86		
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND5	0.00	0.00	0.00				7.86		
	DID Numbers, Non- consecutive DID Numbers, Per Number			UEPPX	ND6	0.00	0.00	0.00				7.86		
	Reserve Non-Consecutive DID numbers			UEPPX	NDV	0.00	0.00	0.00				7.86		
	Reserve DID Numbers													
	LOCAL NUMBER PORTABILITY			UEPPX	LNPCP	3.15	0.00	0.00						
	Local Number Portability (1 per port)													
	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	25.69								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	31.92								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	50.21								
	UNE Loop Rates													
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	16.10						7.86		
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	22.33						7.86		

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Add'l
						Rec								
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.63					7.86		SOMAN	
	UNE Port Rate			UEPPB UEPPR	UEPPB									
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	9.59	320.53	289.13	92.19	17.56	7.86			
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port													
	(Combination - Conversion			UEPPB UEPPR	USACB	0.00	22.77	17.00			7.86			
	ADDITIONAL NRCs													
	LOCAL NUMBER PORTABILITY			UEPPB UEPPR	LNPCX	0.35	0.00	0.00						
	Local Number Portability (1 per port)													
	B-CARRIER USER PROFILE ACCESS:			UEPPB UEPPR	U1UCA	0.00	0.00	0.00						
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00						
	CVS (EWS/D)			UEPPB UEPPR	U1UCC	0.00	0.00	0.00						
	CSD													
	B-CARRIER AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS SC, MS, & TN)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00						
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00						
	CVS (EWS/D)			UEPPB UEPPR	U1UCF	0.00	0.00	0.00						
	CSD													
	USER TERMINAL PROFILE			UEPPB UEPPR	U1UMA	0.00	0.00	0.00						
	User Terminal Profile (EWS/D only)			UEPPB UEPPR	UEPVF	0.00	0.00	0.00						
	VERTICAL FEATURES													
	All Vertical Features - One per Channel B User Profile					0.00	0.00	0.00						
	INTEROFFICE CHANNEL MILEAGE													
	Interoffice Channel mileage each, including first mile and facilities termination													
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75	7.86			
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT			UEPPB UEPPR	M1GNM	0.01	0.00	0.00			7.86			
	UNE Port Loop Combination Rates													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE		1	UEPPP		170.06								
	Zone 1													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE		2	UEPPP		197.70								
	Zone 2													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE		3	UEPPP		381.35								
	Zone 3													
	UNE Loop Rates													
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	86.47					7.86			
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	114.10					7.86			
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	297.76					7.86			
	UNE Port Rate													
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	83.59	736.16	392.74	159.48	48.82	7.86			
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port			UEPPP	USACP	0.00	81.70	1.37			7.86			
	(Combination - Switch-as-is													
	ADDITIONAL NRCs													
	4-Wire DS1 Loop/4-W ISDN Digitl Trk Port - Subseqt Activ-			UEPPP	PR1TF		0.54				7.86			
	Inward two way tel nos within Std Allowance (except NC)													
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port -			UEPPP	PR1TO		12.71	12.71			7.86			
	Outward Tel Numbers (All States except NC)													
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port -			UEPPP	PR1TZT		25.41	25.41			7.86			
	Subsequent Inward Tel Nos Above Std Allowance													
	LOCAL NUMBER PORTABILITY			UEPPP	LNPCN	1.75								
	Local Number Portability (1 per port)													
	INTERFACE (Provisioning Only)													
	Voice Data			UEPPP	PR11V	0.00	0.00	0.00						
	Digital Data			UEPPP	PR11D	0.00	0.00	0.00						
	Inward Data			UEPPP	PR11E	0.00	0.00	0.00						
	New or Additional "B" Channel			UEPPP	PR1BV	0.00	15.48	15.48			7.86			
	New or Additional - Voice/Data B Channel			UEPPP	PR1BF	0.00	15.48	15.48			7.86			
	New or Additional - Digital Data B Channel			UEPPP	PR1BD	0.00	15.48	15.48			7.86			
	New or Additional Inward Data B Channel													

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring Add'l		OSS Rates(\$)				Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	
							First	Add'l	First								Add'l
	CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00									
	Outward			UEPPP	PR7C0	0.00	0.00	0.00									
	Two-way			UEPPP	PR7C0	0.00	0.00	0.00									
	Interoffice Channel Mileage			UEPPP	1LN1A	96.27	105.52	98.46	20.49		7.86						
	Fixed Each Including First Mile			UEPPP	1LN1B	0.23											
	Each Airline-Fractional Additional Mile																
	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		147.89											
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		175.62											
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		359.28											
	UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	86.47					7.86						
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	114.10					7.86						
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	287.76					7.86						
	UNE Port Rate																
	4-Wire DDITS Digital Trunk Port				UDD1T	61.52	780.61	375.52	176.19	16.88							
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination				USAC4		92.84	46.70			7.86						
	- Switch-as-is																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination				USAWA		92.84	46.70			7.86						
	- Conversion with DS1 Changes																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination				USAWB		92.84	46.70			7.86						
	- Conversion with Change - Trunk																
	ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC -				UDTTA		15.09	15.09			7.86						
	Subsequent Channel Activation/Chan - 2-Way Trunk																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent				UDTTB		15.09	15.09			7.86						
	Channel Activation/Chan - 1-Way Outward Trunk																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel				UDTTC		15.09	15.09			7.86						
	Activation/Chan - Inward Trunk without DID																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan				UDTTD		15.09	15.09			7.86						
	Activation Per Chan - Inward Trunk with DID																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan				UDTTE		15.09	15.09			7.86						
	Activation / Chan - 2-Way DID w User Trans																
	BIPOLAR ZERO SUBSTITUTION																
	BB25 - Superframe Format				CCOSF		0.00	730.00			7.86						
	BB25 - Extended Superframe Format				CCOEF		0.00	730.00			7.86						
	Alternate Mark Inversion				MCOSF		0.00	0.00									
	AMI - Superframe Format				MCOPQ		0.00	0.00									
	AMI - Extended Superframe Format																
	Telephone Number/Trunk Group Establishment Charges				UDTXX	0.00	0.00	0.00			7.86						
	Telephone Number for 2-Way Trunk Group				UDTGY	0.00	0.00	0.00			7.86						
	Telephone Number for 1-Way Outward Trunk Group				UDTGTZ	0.00	0.00	0.00			7.86						
	Telephone Number for 1-Way Inward Trunk Group Without DID				ND4	0.00	0.00	0.00			7.86						
	DID Numbers for each Group of 20 DID Numbers				ND5	0.00	0.00	0.00			7.86						
	DID Numbers, Non-consecutive DID Numbers, Per Number				ND6	0.00	0.00	0.00			7.86						
	DID Numbers, Non-consecutive DID Nos.				NDV	0.00	0.00	0.00			7.86						
	Reserve DID Numbers																
	Reserve DID Numbers																
	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	96.04	105.52	98.46	23.09	20.49	7.86						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles				UEPDC	0.23	0.00	0.00									
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)				UEPDC	0.00	0.00	0.00									
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles				UEPDC	0.45	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring				Nonrecurring Disconnect First	SOMEK		SOMAN	SOMAN
							First	Add'l							
	Interface Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
	Interface Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNO3	0.45	0.00	0.00							
	Local Number Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00							
	Central Office Terminating Point			UEPDC	GTG	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	88.47	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	114.10	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	297.76	0.00	0.00							
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	111.16	0.00	0.00							
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00							
	96 DSO Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00							
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144	666.96	0.00	0.00							
	192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192	889.28	0.00	0.00							
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240	1,111.60	0.00	0.00							
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288	1,333.92	0.00	0.00							
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384	1,778.56	0.00	0.00							
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480	2,223.20	0.00	0.00							
	576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM576	2,667.84	0.00	0.00							
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672	3,112.48	0.00	0.00							
	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			UEPMG	USAC4	0.00	94.30	4.24							
	BellSouth Allowed Changes														
	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			UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77					
	Fee Activation - New GA, KY, LA, MS, & TN Only														
	Bipolar 8 Zero Substitution														
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	730.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	730.00							
	Alternate Mark Inversion (AMI)			UEPMG	MCOSF	0.00	0.00	0.00							
	Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
	Extended Superframe Format														
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port														
	Exchange Ports														
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00					
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00					
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00					
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00					
	Feature Activations - Unbundled Loop Concentration														
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15					
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	78.15	19.88	59.05	11.54					
	Telephone Number/ Group Establishment Charges for DID Service			UEPPX	NDT	0.00	0.00	0.00							
	DID Trunk Termination (1 per Port)			UEPPX	ND4	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND5	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX											

UNBUNDLED NETWORK ELEMENTS - Kentucky											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
						Rec	Nonrecurring First	Nonrecurring Add'l	SOMECH	SOMAN	SOMAN
	Reserve Non-Consecutive DID Numbers			UEPPX	NDS	0.00	0.00				7.86
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00				7.86
	Local Number Portability			UEPPX	LINCP	3.15	0.00				
	Local Number Portability - 1 per port										
	FEATURES - Vertical and Optional										
	Local Switching Features Offered with Line Side Ports Only			UEPVF		0.00	0.00				
	All Features Available										
	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 portloop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.										
	2. Unbundled portloop 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 DSO equivalent lines.										
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).										
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.										
	The Market Rate for unbundled ports includes all available features in all states.										
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).										
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.										
	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.										
	UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES										
	1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.										
	2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.										
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.										
	For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The 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 for all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.										
	5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an individual Case Basis, until further notice.										
	UNE-P CENTREX - TAESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design	1	UEP91			10.79					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design	2	UEP91			15.52					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design	3	UEP91			31.74					
	UNE Port/Loop Combination Rates (Design)										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	1	UEP91			13.82					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design	2	UEP91			18.60					
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design	3	UEP91			34.37					
	UNE Loop Rate										
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEP91		UECS1	9.64					7.86
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEP91		UECS1	14.37					7.86
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEP91		UECS1	30.59					7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 1	1	UEP91		UECS2	12.67					7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 2	2	UEP91		UECS2	17.45					7.86
	2-Wire Voice Grade Loop (SL 2) - Zone 3	3	UEP91		UECS2	33.22					7.86
	UNE Ports										
	All States (Except North Carolina and South Carolina)										
	2-Wire Voice Grade Port (Centrex) Basic Local Area				UEPYA	1.15	21.29	15.49	2.85	2.87	7.86
	2-Wire Voice Grade Port (Centrex 800 termination)/Basic Local Area				UEPYB	1.15	21.29	15.49	2.85	2.87	7.86

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring				Disconnect Add'l	SOMEC	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
							First	Add'l								
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91		1.15	21.29	15.49			7.86					
AL, KY, LA, MS, & TN Only	2-Wire Voice Grade Port (Centrex)			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91		1.15	21.29	15.49			7.86					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91		1.15	21.29	15.49			7.86					
	Local Switching			UEP91		0.8873					7.86					
	Centrex Intercom Functionality, per port			UEP91		0.35										
	Local Number Portability			UEP91		0.00					7.86					
Features	All Standard Features Offered, per port			UEP91		0.00	405.66				7.86					
	All Select Features Offered, per port			UEP91		0.00					7.86					
	All Centrex Control Features Offered, per port			UEP91		0.00					7.86					
	Unbundled Network Access Register - Combination			UEP91		0.00	0.00	0.00			7.86					
	Unbundled Network Access Register - Initial			UEP91		0.00	0.00	0.00			7.86					
	Unbundled Network Access Register - Outdial			UEP91		0.00	0.00	0.00			7.86					
	Miscellaneous Terminations															
	2-Wire Trunk Side			UEP91		10.51	92.18	15.82	5.30		7.86					
	Trunk Side Terminations, each			UEP91												
	Interface Channel Mileage - 2-Wire			UEP91		29.11					7.86					
Feature Activations (DSO) Centrex Loops on Channelized DS1 Service	Interface Channel Facilities Termination - Voice Grade			UEP91		0.01					7.86					
	Interface Channel Mileage, per mile or fraction of mile															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91		0.62					7.86					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91		0.62					7.86					
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91		0.62					7.86					
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP91		0.62					7.86					
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91		0.62					7.86					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91		0.62					7.86					
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-is with allowed changes, per port			UEP91			0.102		0.102		7.86					
New Centrex Standard Common Block	Conversion of Existing Centrex Common Block			UEP91		0.00	669.80	78.32	111.05	13.27	7.86					
	New Centrex Standard Common Block			UEP91		0.00	669.80	78.32	111.05	13.27	7.86					
	New Centrex Customized Common Block			UEP91		0.00	669.80	78.32	111.05	13.27	7.86					
	New Centrex Customized Common Block			UEP91		0.00	669.80	78.32	111.05	13.27	7.86					

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B	
						Rec	Nonrecurring		First		Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
							First	Add'l						
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.32	13.27	13.27	7.86				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.75			7.86				
	UNE-P CENTREX - BESS (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		10.79								
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.52								
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		31.74								
	UNE Port/Loop Combination Rates (Design)													
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.82								
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.60								
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		34.37								
	UNE Loop Rate				UECS1	9.64				7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	14.37				7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	30.59				7.86				
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS2	12.67				7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	17.45				7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	33.22				7.86				
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2									
	UNE Port Rate				UEPYA	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area			UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPOA	1.15	21.29	15.49	2.85	2.67				
	AL, KY, LA, MS, SC, & TN Only			UEP95	UEPOB	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPOH	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex with Caller ID) 1			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	Local Switching			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	Centrex Intercom Functionality, per port			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	Local Number Portability			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	Local Number Portability (1 per port)			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	Features			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	All Standard Features Offered, per port			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	All Select Features Offered, per port			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	All Centrex Control Features Offered, per port			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				
	NARS			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67				

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Nonrecurring		Nonrecurring Disconnect Add'l	OSS Rates(\$)			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						Rec	First		SOMAN					SOMAN	SOMAN
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00					7.86			
	Unbundled Network Access Register - Indial			UEP95	UARTX	0.00	0.00					7.86			
	Unbundled Network Access Register - Outdial			UEP95	UAROY	0.00	0.00					7.86			
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	52.16	5.30			7.86			
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	3.86			7.86			
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09					7.86			
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP95	MIGBC	29.11						7.86			
	Interoffice Channel Mileage, per mile or fraction of mile			UEP95	MIGBM	0.01						7.86			
	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	0.62						7.86			
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62						7.86			
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62						7.86			
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62						7.86			
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62						7.86			
	Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot			UEP95	1PQWQ	0.62						7.86			
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62						7.86			
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-Ae-Is with allowed changes, per port			UEP95	USAC2		0.102					7.86			
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32				7.86			
	New Centrex Standard Common Block			UEP95	MTACS	0.00	669.80	78.32	111.05	13.27		7.86			
	New Centrex Customized Common Block			UEP95	MTACC	0.00	669.80	78.32	111.05	13.27		7.86			
	NAT Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75					7.86			
	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		10.79									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		15.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		31.74									
	UNE Port Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		13.82									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		18.60									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		34.37									
	UNE Loop Rate														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64						7.86			
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37						7.86			
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22						7.86			
	UNE Port Rate														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86			
	ALL STATES														

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)			Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Rec	Nonrecurring						Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
							First	Add'l							SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
AL, KY, LA, MS, SC, & TN Only	2-Wire Voice Grade Port (Centrex)				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex 800 termination)				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3				UEP9D		1.15	21.29	15.49	2.85	2.67		7.86			

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B		
						Nonrecurring		Disconnect Add'l	SOME		SOME	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	First Add'l								
	2-Wire Voice Grade Port (Centrex / EBS-M5312/3			UEP9D	UEPQ3	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex / EBS-M5008/3			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex / EBS-M5208/3			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex / EBS-M5216/3			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex / EBS-M5316/3			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQ8	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67	7.86				
	Indication)3			UEP9D	UEPQJ	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQM	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)			UEP9D	UEPQO	1.15	21.29	15.49	2.85	2.67	7.86				
	2			UEP9D											
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSE)2, 3			UEP9D	UEPQP	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009/2, 3			UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209/2, 3			UEP9D											
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112/2, 3			UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312/2, 3			UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008/2, 3			UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208/2, 3			UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216/2, 3			UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316/2, 3			UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service			UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67	7.86				
	Term			UEP9D											
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67	7.86				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67	7.86				
	Local Switching			UEP9D	URECS	0.8873									
	Centrex Intercom Functionality, per port			UEP9D	LNPOC	0.35									
	Local Number Portability			UEP9D											
	Local Number Portability (1 per port)			UEP9D											
	Features			UEP9D	UEPVF	0.00					7.86				
	All Standard Features Offered, per port			UEP9D	UEPVS	0.00	405.66				7.86				
	All Select Features Offered, per port			UEP9D	UEPVC	0.00					7.86				
	All Centrex Control Features Offered, per port			UEP9D											
	NARS			UEP9D	UARCX	0.00	0.00	0.00			7.86				
	Unbundled Network Access Register - Combination			UEP9D	UARTX	0.00	0.00	0.00			7.86				
	Unbundled Network Access Register - Inward			UEP9D	UAROY	0.00	0.00	0.00			7.86				
	Unbundled Network Access Register - Outdial			UEP9D											
	Miscellaneous Terminations														
	2-Wire Trunk Side			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30	7.86				
	Trunk Side Terminations, each			UEP9D											
	4-Wire Digital (1.544 Megabits)			UEP9D	M1HD1	74.77	164.66	77.74	60.69	3.86	7.86				
	DS1 Circuit Terminations, each			UEP9D	M1HDO	0.00	15.09				7.86				
	DS0 Channels Activated per Channel			UEP9D	MIGBC	29.11					7.86				
	Interoffice Channel Mileage - 2-Wire			UEP9D	MIGBM	0.01					7.86				
	Interoffice Channel Facilities Termination			UEP9D											
	Interoffice Channel Mileage, per mile or fraction of mile														
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations			UEP9D	1PQWS	0.62					7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQW6	0.62					7.86				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D											

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring First			Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							First	Add'l								
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D			0.62				7.86					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D			0.62				7.86					
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D			0.62				7.86					
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP9D			0.62				7.86					
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D			0.62				7.86					
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex NRC Conversion Currently Combined Switch-As-is with allowed charges, per port			UEP9D				0.102	0.102		7.86					
	Conversion of existing Centrex Common Block, each			UEP9D				18.95	8.32		7.86					
	New Centrex Standard Common Block			UEP9D			0.00	669.80	78.32	13.27	7.86					
	New Centrex Customized Common Block			UEP9D			0.00	669.80	78.32	13.27	7.86					
	NAR Establishment Charge, Per Occasion			UEP9D			0.00	72.75			7.86					
	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			10.79									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E			15.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E			31.74									
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E			13.82									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E			18.60									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E			34.37									
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E			9.64				7.86					
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E			14.37				7.86					
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E			30.59				7.86					
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E			12.67				7.86					
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E			17.45				7.86					
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E			33.22				7.86					
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E			1.15	21.29	15.49	2.85	2.67					
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E			1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E			1.15	21.29	15.49	2.85	2.67					

UNBUNDLED NETWORK ELEMENTS - Kentucky																			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B					
						Rec	Nonrecurring		Nonrecurring First			Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
							First	Add'l											
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)/2			UEP9E		1.15	21.29	15.49	2.85	2.67	7.86								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E		1.15	21.29	15.49	2.85	2.67	7.86								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E		1.15	21.29	15.49	2.85	2.67	7.86								
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E		1.15	21.29	15.49	2.85	2.67	7.86								
	Local Switching			UEP9E		0.8873					7.86								
	Centrex Intercom Functionality, per port			UEP9E							7.86								
	Local Number Portability			UEP9E		0.35					7.86								
	Local Number Portability (1 per port)			UEP9E							7.86								
	All Standard Features Offered, per port			UEP9E		0.00					7.86								
	All Select Features Offered, per port			UEP9E		0.00	405.66				7.86								
	All Centrex Control Features Offered, per port			UEP9E		0.00					7.86								
	NARS			UEP9E		0.00	0.00	0.00											
	Unbundled Network Access Register - Combination			UEP9E		0.00	0.00	0.00											
	Unbundled Network Access Register - Initial			UEP9E		0.00	0.00	0.00											
	Unbundled Network Access Register - Outdial			UEP9E		0.00	0.00	0.00											
	Miscellaneous Terminations																		
	2-Wire Trunk Side			UEP9E		10.51	92.18	15.82	52.16	5.30	7.86								
	Trunk Side Terminations, each			UEP9E		74.77	164.86	77.74	60.69	3.86	7.86								
	4-Wire Digital (1,544 Megabits)			UEP9E		0.00	15.09				7.86								
	DS1 Circuit Terminations, each			UEP9E		29.11					7.86								
	DS0 Channel Activated Per Channel			UEP9E		0.01					7.86								
	DS0 Channel Terminations - 2-Wire			UEP9E															
	Interoffice Channel Facilities Termination			UEP9E															
	Interoffice Channel Mileage, per mile or fraction of mile			UEP9E															
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																		
	DA Channel Bank Feature Activations																		
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot			UEP9E		0.62					7.86								
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E		0.62					7.86								
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex changes, per port			UEP9E			0.102	0.102			7.86								
	NRC Conversion Currently Combined Switch-As-is with allowed changes, per port			UEP9E			18.95	8.32											
	Conversion of Existing Centrex Common Block, each			UEP9E		0.00	669.80	78.32	111.05	13.27	7.86								
	New Centrex Standard Common Block			UEP9E		0.00	669.80	78.32	111.05	13.27	7.86								
	New Centrex Customized Common Block			UEP9E		0.00	72.75				7.86								
	NAR Establishment Charge, Per Occasion			UEP9E															
	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		10.79													
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design	2		UEP93		15.52													
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design	3		UEP93		31.74													
	UNE Port Loop Combination Rates (Design)																		

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B		
						Rec	First	Add'l				SOME	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	1	UEP93			13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	2	UEP93			18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	3	UEP93			34.37										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEP93		UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEP93		UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEP93		UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1	1	UEP93		UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2	2	UEP93		UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3	3	UEP93		UECS2	33.22										
	UNE Port Rate															
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP93		UEPYA	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area		UEP93		UEPYB	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP93		UEPYH	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area		UEP93		UEPYM	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP93		UEPYZ	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP93		UEPY9	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP93		UEPY2	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex)		UEP93		UEPOA	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP93		UEPOB	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex with Caller ID)		UEP93		UEPOH	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)		UEP93		UEPQM	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP93		UEPOZ	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP93		UEPO9	1.15	21.29	15.49	2.85	2.67	7.86					
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP93		UEPO2	1.15	21.29	15.49	2.85	2.67	7.86					
	Local Switching		UEP93		URECS	0.8873										
	Centrex Intercom Functionality, per port		UEP93		LNCCC	0.35										
	Local Number Portability		UEP93		UEPVF	0.00										
	Local Number Portability (1 per port)		UEP93		UEPVC	0.00										
	Features		UEP93													
	All Standard Features Offered, per port		UEP93													
	All Centrex Control Features Offered, per port		UEP93													
	NARS		UEP93		UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Combination		UEP93		UARYX	0.00	0.00	0.00								
	Unbundled Network Access Register - Initial		UEP93		UAROY	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial		UEP93													
	Miscellaneous Terminations		UEP93													
	2-Wire Trunk Side		UEP93		CEND6	10.51	92.18	15.82	52.16	5.30	7.86					
	Trunk Side Terminations, each		UEP93		M1HD1	74.77	164.86	77.74	60.69	3.86	7.86					
	4-Wire Digital (1.544 Megabits)		UEP93		M1HDO	0.00	15.09				7.86					
	DS1 Circuit Terminations, each		UEP93													
	DS0 Channels Activated, Per Channel		UEP93													
	Interoffice Channel Mileage - 2-Wire		UEP93		MIGBC	29.11					7.86					
	Interoffice Channel Mileage, per mile or fraction of mile		UEP93		MIGBM	0.01					7.86					
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service		UEP93													

UNBUNDLED NETWORK ELEMENTS - Kentucky										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-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st
						Rec	Nonrecurring Add'l	Nonrecurring First	Disconnect Add'l	SOME	SOMAN	SOMAN	SOMAN
	D4 Channel Bank Feature Activations												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62					7.86		
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62					7.86		
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62					7.86		
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62					7.86		
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62					7.86		
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62					7.86		
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62					7.86		
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex												
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102			7.86		
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32			7.86		
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	13.27		7.86		
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	13.27		7.86		
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75						
	Note 1 - Required Port for Centrex Control in 1AESS, SESS & EWSD												
	Note 2 - Requires Interoffice Channel Mileage												
	Note 3 - Requires Specific Customer Premises Equipment												
	NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.												

UNBUNDLED NETWORK ELEMENTS - Tennessee														
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)		Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Attachment: 2		Exhibit: B		
					Rec	Add'l				SOME	SOMAN	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
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.														
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations. For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.														
For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.														
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					132.58								
	Zone 1				1	UEPPP								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE													
	Zone 2				2	UEPPP								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE													
	Zone 3				3	UEPPP								
	4-Wire DS1 Digital Loop - UNE Zone 1				1	UEPPP								
	4-Wire DS1 Digital Loop - UNE Zone 2				2	UEPPP								
	4-Wire DS1 Digital Loop - UNE Zone 3				3	UEPPP								
	Exchange Ports - 4-Wire ISDN DS1 Port													
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port													
NONRECURRING CHARGES - CURRENTLY COMBINED														
	Combination - Conversion - Switch-as-is													
ADDITIONAL NRCs														
	4-Wire DS1 Loop/4-W ISDN Digi Trk Port - Subseqt Actv-Inward/two way tel nos within Std Allowance (except NC)													
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)													
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance													
LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)													
INTERFACE (Provisioning Only)														
	Voice/Data													
	Digital Data													
	Inward Data													
	New or Additional "B" Channel													
	New or Additional - Voice/Data B Channel													
	New or Additional - Digital Data B Channel													
	New or Additional Inward Data B Channel													
CALL TYPES														
	Inward													
	Outward													
	Two-way													
Interoffice Channel Mileage														
	Filed Each Including First Mile													
	Each Airline-Fractional Additional Mile													
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
Note 2 - Requires Interoffice Channel Mileage														
Note 3 - Requires Specific Customer Premises Equipment														
NOTE: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.														

LOCAL INTERCONNECTION - Kentucky													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A		
						Rec	Nonrecurring Add'l		First	Disconnect Add'l	SOMECH	SOMAN	OSS Rates(\$)

COLLOCATION - Kentucky										Attachment: 4				Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
						Recurring	Nonrecurring				Nonrecurring Disconnect Add'l	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l							
	PHYSICAL COLLOCATION														
	Physical Collocation - Application Fee - Initial														
	Physical Collocation - Application Fee - Subsequent			CLO	PE1BA			3,773.54					1.01		
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA			3,145.35					1.01		
	Physical Collocation - Space Preparation - Firm Order			CLO	PE1BL			742.12							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SJ			1,206.07							
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SK		2.32								
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SL		3.26								
	Physical Collocation - Cable Installation			CLO	PE1SM		110.57								
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1BD				45.16						
	Physical Collocation - Cable Support Structure			CLO	PE1PJ		7.89								
	Physical Collocation - Power 48V DC Power, per Fused Amp			CLO	PE1PM		19.86								
	Physical Collocation - Power Reduction, Application Fee			CLO	PE1PL		8.06								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1PR		399.50								
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FB		5.44								
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FD		10.88								
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FE		16.32								
	Physical Collocation - 2-Wire Cross-Connects			CLO	PE1FG		37.69								
	Physical Collocation - 4-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX, UNLDX,UNCNX CLO,UAL,UDL, UDN,UEA,UHL, UNCVX,UNCDX, UCL,UEANL,UEQ,W DS1L,WDS1S,USL, U1TD1,UXTD1, UNC1X,U1DD1, US1LEL,U1ND1, UDL	PE1P2			24.68	23.68	12.14	10.95				
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S,USL, U1TD1,UXTD1, UNC1X,U1DD1, US1LEL,U1ND1, UDL	PE1P4			24.88	23.82	12.77	11.46				
	Physical Collocation - DS3 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S,USL, U1TD1,UXTD1, UNC1X,U1DD1, US1LEL,U1ND1, UDL	PE1P1		1.48	44.23	31.98	12.81	11.57				
	Physical Collocation - 2-Fiber Cross-Connect			CLO,UDL,D03, U1TD1,UXTD1, UNC1X,UNC3X, U1TS1,U1DS1, U1ND3,UDL CLO,UDL,D03, U1TD12,UDL,D48, U1TO3,U1T12, U1T48,UDL,D03, UDL12,UDF	PE1P3		18.89	41.93	30.51	14.75	11.83				
	Physical Collocation - 4-Fiber Cross-Connect			CLO,UDL,D03, U1TD12,UDL,D48, U1TO3,U1T12, U1T48,UDL,D03, UDL12,UDF	PE1F2		3.75	41.93	30.51	14.76	11.84				
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1F4		6.65	51.29	39.87	19.41	16.49				
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW		184.97								

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COLLOCATION - Kentucky										Attachment: 4		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)		Nonrecurring First	Nonrecurring Add'l	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Recurring	Nonrecurring Add'l						OSS Rates(\$)			
													SOMAN	SOMAN		
	Collocation Cable Records - DS3, per 131IE				PE1C3			15.81	15.81	19.39						
	Collocation Cable Records - Fiber Cable, per 99 fiber records				PE1CB			169.63	169.63	154.85						
	Physical Collocation - Security Escort - Basic, per Half Hour				PE1BT			33.98	21.53							
	Physical Collocation - Security Escort - Overtime, per Half Hour				PE1OT			44.26	27.81							
	Physical Collocation - Security Escort - Premium, per Half Hour				PE1PT			54.54	34.09							
	V to P Conversion, Per Customer Request-Voice Grade				PE1BV			33.00								
	V to P Conversion, Per Customer Request-DS0				PE1BO			33.00								
	V to P Conversion, Per Customer Request-DS1				PE1BT			52.00								
	V to P Conversion, Per Customer Request-DS3				PE1B3			52.00								
	V to P Conversion, Per Customer Request per VG Circuit				PE1BR			23.00								
	Reconfigured															
	V to P Conversion, Per Customer Request per DS0 Circuit				PE1BP			23.00								
	Reconfigured															
	V to P Conversion, Per Customer Request per DS1 Circuit				PE1BS			33.00								
	Reconfigured															
	V to P Conversion, Per Customer Request per DS3 Circuit				PE1BE			37.00								
	Reconfigured															
	V to P Conversion, Cable Pairs Assigned to Colo Space per 700 pairs or fraction thereof				PE1B7			592.00								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.				PE1ES			0.0012								
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.				PE1DS			0.0018								
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application				PE1DT			584.20								
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.				PE1JA			0.0173								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.				PE1JC			5.35								
	Adjacent Collocation - 2-Wire Cross-Connects				PE1P2			0.0258	24.68	12.14	10.95					
	Adjacent Collocation - 4-Wire Cross-Connects				PE1P4			0.0515	24.88	12.77	11.46					
	Adjacent Collocation - DS1 Cross-Connects				PE1P1			1.37	44.23	12.81	11.57					
	Adjacent Collocation - DS3 Cross-Connects				PE1P3			18.61	41.93	30.51	11.83					
	Adjacent Collocation - 2-Fiber Cross-Connect				PE1F2			3.15	41.93	14.76	11.84					
	Adjacent Collocation - 4-Fiber Cross-Connect				PE1F4			6.02	51.29	19.41	16.49					
	Adjacent Collocation - Application Fee				PE1JB			3,165.50		1.01						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp				PE1FB			5.44								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp				PE1FD			10.88								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FE			16.32								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FG			37.68								
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee				PE1RA			219.67	617.78	338.89						
	Cabinet Space in the Remote Site per Bay/ Rack				PE1RB											
	Physical Collocation in the Remote Site - Security Access - Key Report per Premises Requested				PE1RD				26.29							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested				PE1RS				232.64							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO				PE1RE				75.40							
	PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT				PE1RR				233.42							
	Remote Site-Adjacent Collocation - AC Power, per breaker amp				PE1RS			6.27								

COLLOCATION - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D	
						Recurring	Nonrecurring				Nonrecurring First	Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l							
	Remote Site-Adjacent Collocation - Real Estate, per square foot						0.134								
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PEIRT										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PEIRU			755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Kentucky																		
CATEGORY	RATE ELEMENTS				Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 5			Exhibit: A		
	Nonrecurring First	Recurring	Nonrecurring Add'l	Nonrecurring Disconnect First				Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Svc Order Submitted Manually 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	
NOTE: BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.																		

Attachment: 7														Exhibit: A	
CATEGORY	RATE ELEMENTS	Interf 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- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring First	Nonrecurring Add'l	First	Disconnect Add'l	SOME/EC	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message /														
	ADUF: Data Transmission (CONNECT:DIRECT), per message														
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message														
	ODUF: Message Processing, per message														
	ODUF: Message Processing, per Magnetic Tape provisioned														
	ODUF: Data Transmission (CONNECT:DIRECT), per message														
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)														
	CMD5: Message Processing, per message														
	CMD5: Data Transmission (CONNECT:DIRECT), per message														

Exhibit 2

5.6.2.5 Remote Call Forwarding

- 5.6.2.5.1 As an option, BellSouth shall make available to Cinergy Communications Company an unbundled port with Remote Call Forwarding capability ("URCF service"). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Cinergy Communications Company will ensure that the following conditions are satisfied:
- 5.6.2.5.2 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);
- 5.6.2.5.3 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 5.6.2.5.4 That the URCF service will not be utilized to forward calls to another URCF or similar service; and
- 5.6.2.5.5 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).
- 5.6.2.5.6 In addition to the charge for the URCF service port, BellSouth shall charge Cinergy Communications Company the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

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