



BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

'03 APR 10 PM 4 23
615 214 6301
Fax 615 214 7406

3 TN REGULATORY AUTHORITY
DOCKET ROOM

April 9, 2003
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Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00274

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated November 4, 1999. The first Amendment extends the Term of the Agreement to December 31, 2003 and replaces terms, conditions and rates for Attachment 3. The second Amendment replaces rates for Attachments 1,2 and Attachment 12, Table 3.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.
Regulatory Department, XO Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND XO TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated November 4, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, XO and BellSouth state the following:

1. XO 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 XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment extends the Term of the Agreement to December 31, 2003 and replaces terms, conditions and rates for Attachment 3. The second Amendment replaces rates for Attachments 1,2 and Attachment 12, Table 3. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and XO 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.

5. XO and BellSouth aver that the Amendments are consistent with the standards for approval.

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

XO and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And XO Tennessee, Inc.
Dated November 4, 1999**

This Agreement (the "Amendment") is made by and between XO Tennessee, Inc., a Washington corporation ("XO") and BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth").

WHEREAS BellSouth and XO entered into an Interconnection Agreement effective November 4, 1999 (the "Interconnection Agreement"); and

WHEREAS, BellSouth and XO desire to amend the Interconnection Agreement to dated November 4, 1999;

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, XO and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety the definition of "Local Traffic" contained in Part B of the General Terms and Conditions of the Agreement and replace it with the following:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

2. The Parties hereby mutually agree to delete in its entirety Attachment 3 of the Agreement and to replace it with the new Attachment 3, which is attached hereto and incorporated herein by this reference.
3. The Parties hereby mutually agree to incorporate into Attachment 12 of the Interconnection Agreement the intercarrier compensation rates for ISP-bound traffic, which are attached hereto as Exhibit 1 and incorporated herein by this reference.
4. The Parties agree to delete the rates for Local Interconnection in their entirety and replace them with the new rates contained in Exhibit 1, which is attached hereto and incorporated herein by this reference.
5. The Parties hereby mutually agree to delete in its entirety Section 1.1 and replace it with the following:

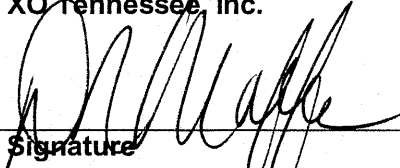
1.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2003.

6. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

7. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

XO Tennessee, Inc.


Signature

DANA SHAFER
Name

VICE PRESIDENT
Title

2/05/03
Date

BellSouth Telecommunications, Inc.


Signature

Elizabeth R. A. Shiroishi
Name

Assistant Director
Title

2/20/03
Date

Local Interconnection

BellSouth shall provide XO interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic: Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary shall be defined as toll traffic. In no event shall the local traffic area for purposes of local call termination billing between the parties be decreased.

1.2 Interconnection Points. Local interconnection shall be available at any technically feasible point within BellSouth's network, including, at minimum, the following points:

1.2.1 Line-side of local switch;

1.2.2 Trunk-side of local switch;

1.2.3 Trunk interconnection points for tandem switch;

1.2.4 Central office cross-connect points;

1.2.5 Out-of-band signal transfer points;

1.2.6 Applicable unbundled Network Element points, and any other technically feasible point, including SLCs and vaults.

1.2.7 Pursuant to Section 6 of the Agreement, requests for interconnection at other points may be made through the Bona Fide Request process set forth in Attachment 10.

1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party shall report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and XO shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 Audits. On thirty (30) days written notice, each party shall provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and XO shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate XO traffic terminated by BellSouth over the same facilities, XO shall provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff shall apply to XO. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor shall be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 Unidentified Local Traffic. Whenever BellSouth delivers traffic to XO for termination on the XO's network, if BellSouth cannot determine whether the traffic is local or toll, BellSouth shall apply the percentages associated with identifiable local and toll traffic to the unidentified local traffic. BellSouth shall make appropriate billing adjustments if XO can provide sufficient information for BellSouth to determine whether unidentified traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that XO cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and to XO.
- 1.6 Transit Traffic at the Local Tandem. BellSouth shall provide tandem switching and transport at local tandems where XO has established a point of interconnection for the purposes of the termination of local traffic between XO and other telecommunications carriers having a point of interconnection with BellSouth at the same local tandem or other local tandems within the same Local Calling Area. Where an agreement is required by a third party telecommunications service provider, XO shall be responsible for coordinating with such third party telecommunications

service provider to establish the terms by which traffic shall be exchanged.

- 1.6.1 Upon the execution of this Agreement, BellSouth and XO shall immediately commence using their best efforts to expedite implementation of this arrangement.
- 1.6.2 XO must install two way trunking for this service and shall direct traffic to be terminated to BellSouth's network or to other carriers over said two way trunks. BellSouth shall route all transit traffic from other carriers to XO over said two way trunks. BellSouth shall not charge any other carrier or customer for said two way trunks.
- 1.6.3 The local tandem must be equipped with the recording and billing capacity to measure third party traffic. At XO's request, BellSouth shall identify all such local tandems. BellSouth shall notify XO promptly when a local tandem becomes equipped with this capacity so that XO can request any necessary facilities changes (e.g., local tandem trunk translations, trunk augmentations).
- 1.6.4 BellSouth may develop a rate to recover its costs of notifying XO of NXXs that are homed off the local tandem. Any such rate shall be assessed when a new NXX code for a transiting carrier is activated in the local tandem. The rate contemplated, if any, shall be developed pursuant to the appropriate cost recovery methodology adopted by the state regulatory body. If the Parties cannot agree on the appropriate rate to be charged, either Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 1.6.5 The tandem interconnection charges as set forth in Attachment 12 shall apply.
- 1.6.6 XO may request that BellSouth provide such intermediary tandem switching services at local tandems where the local tandem is not, as of the date of this Agreement, technically capable of providing such services. In such cases, XO shall pay BellSouth its pro rata share of the reasonable costs, if any, associated with accelerating the deployment of necessary software.
- 1.7 Mutual Provision of Access Service. When BellSouth and XO provide an access service connection between an interexchange carrier ("IXC") and each other, each party shall provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party shall bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge shall be billed by the party providing the end office function. BellSouth shall use the Multiple Exchange Carrier

Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods shall be employed for these arrangements. The recording party shall provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company shall provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 Rates. Rates for interconnection of local traffic on the BellSouth network, as described in this Section, are set out in Attachment 12. Compensation for interconnection shall be reciprocal, as set out in Section 8 below, and shall reflect the fixed and non-recurring costs incurred. Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and XO are as set forth in Attachment 12. To the extent a rate associated with the interconnecting trunk group is not set forth in Attachment 12, the rates shall be as set forth in the appropriate BellSouth intrastate or interstate access tariff.

2. **Exchange of IntraLATA Toll Traffic**

Exchange of intraLATA toll traffic between BellSouth and networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic, as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party shall pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff. Provided, however, that XO may apply its own access tariffs upon applicable commission approval.
- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements (or XO's access service rate elements where approved by a commission per above) on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges shall be determined by the routing of the call. If XO is the BellSouth end user's presubscribed interexchange carrier, or if the BellSouth end user uses XO as an interexchange carrier on a 10XXX basis, BellSouth shall charge XO the

appropriate tariff charges for originating network access services. If BellSouth is serving as XO's end user's presubscribed interexchange carrier or if XO's end user uses BellSouth as an interexchange carrier on a 10XXX basis, XO shall charge BellSouth the appropriate BellSouth tariff charges for originating network access services or XO's access service rate elements where approved by a commission per above.

- 2.4 Additional Interconnection. To the extent XO provides intraLATA toll service to its customers, it may be necessary for it to interconnect at additional interconnection points, i.e. end offices, local tandems, or access tandems. Such interconnection shall not be on a reciprocal basis.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 800 Access Screening. Should XO require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. XO shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. XO will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. **Methods of Interconnection**

- 3.1 Upon XO's request, BellSouth shall provide interconnection between BellSouth Network Elements provided to XO and XO's network at transmission rates designated by XO, including, but not limited to DS1, DS3 and STS-1.
- 3.2 Traffic shall be combined and routed as follows:
- 3.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic, and ISP-bound traffic (except 911, directory assistance, operator services and other services that may require special routing) and, at XO's request, BellSouth shall allow XO to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end office.

- 3.2.2 At XO's request, BellSouth shall receive XO traffic destined to BellSouth Operator Systems Network Element, on trunks from a XO end office or a XO tandem.
- 3.2.3 At XO's request, BellSouth shall receive XO CAMA-ANI (Centralized Automatic Message Accounting – Automatic Number Identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a XO end office.
- 3.2.4 BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers to XO through the BellSouth network, and at XO's request, BellSouth shall record and keep records of such traffic for XO billing purposes.
- 3.3 The parties agree to implement the most efficient trunking arrangement to exchange all traffic. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service.
 - 3.3.1 BellSouth and XO shall use their best efforts to implement the most efficient interconnection architecture on a going forward basis. The parties agree to meet every six months for the duration of this Agreement, commencing with the Effective Date, to analyze the trunk recording capabilities and define the administration M&Ps by which efficient interconnection shall be properly implemented. When these M&Ps are agreed to by the parties, BellSouth and XO shall utilize two-way trunks for origination and termination of local and intraLATA traffic.
- 3.4 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in this Agreement.
- 3.5 At XO's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.
- 3.6 BellSouth and XO shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXC's. These trunk groups can be provided in a "meet point" arrangement.
- 3.7 Interconnection shall be made available upon XO's request at any technically feasible point of interface. All trunk interconnections shall be provided, including SS7, MF, DTMF, Dial Pulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary to provide interim number portability.
- 3.8 Trunk Interface Requirements.

- 3.8.1 B911/E911Trunks. If a municipality has converted to E911 service, XO shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, XO shall alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call shall be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is at parity to BellSouth's handling of 911 calls from its customers.
- 3.8.2 Local Switch and Access Tandem Trunks.
- 3.8.2.1 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by XO.
- 3.8.2.2 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At XO's request, MF trunks may be substituted for SS7 trunks where applicable.
- 3.8.2.3 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.
- 3.8.3 BellSouth Operator Services Trunk.
- 3.8.3.1 For traffic from BellSouth's network to XO for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.
- 3.8.3.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the XO network.
- 3.9 Trunking Options. Each of the following trunking arrangements shall be available at XO's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible.
- 3.9.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to XO and XO's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for XO's one-way trunk group to BellSouth and BellSouth's one-way trunk group to XO for terminating traffic. XO may order this trunk group to any switch in the BellSouth network, including end office switches.
- 3.9.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to XO and XO's terminating traffic to

BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby ALECs can route calls from the network of other ALECs, IXC's, ITC's, Wireless Carriers, etc., on a single two-way trunk group. XO may order this trunk group to any switch in the BellSouth network which has recording capability.

3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for XO's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXC's, ITC's, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).

3.9.4 This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at XO's option. This interconnection is for XO's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to XO.

4. Charges for Two-Way Trunk Groups

Nonrecurring and recurring charges for two-way trunk groups shall be pro rated based upon the percentage of traffic carried over a particular trunk group. If that percentage cannot be determined, the costs of providing such trunking shall be shared equally by the Parties, subject to subsequent true-up based on the amount of traffic actually carried over such trunk groups.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. BellSouth shall work cooperatively with XO to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth shall provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 Interconnection Technical Standards. The interconnection of all networks shall be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. The Parties shall

meet to establish how such standards shall apply. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, SS7 connectivity is required at each interconnection point. BellSouth shall provide out-of-band signaling and in-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 5.3 Quality of Interconnection. Interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to XO shall be at least equal in quality to that which BellSouth provides to itself, any subsidiary or affiliate, or to any other party to which BellSouth provides local interconnection. BellSouth shall engineer all local calls, whether switched at BellSouth end offices or tandems, at transmission levels designed to enable XO to provide service at parity to that which BellSouth provides BellSouth end users. The Parties shall cooperate in developing reporting standards to ensure parity interconnection.
- 5.4 Network Management Controls. The Parties shall meet quarterly to develop and implement sound network management principles and controls, such as call gapping, to alleviate or prevent network congestion, and ensure that XO traffic traversing the BellSouth network does not experience greater blocking than BellSouth traffic traversing the network.
- 5.5 Common Channel Signaling. BellSouth shall provide LEC-to-LEC Common Channel Signaling ("CCS") to XO, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions, except for call return. BellSouth shall provide all CCS signaling parameters, including automatic number identification ("ANI"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators shall be honored, and BellSouth shall cooperate with XO on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 5.6 Forecasting Requirements.
- 5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

- 5.6.2 Both parties shall meet every three months, or at otherwise mutually agreeable intervals, for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.
- 5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies could be a face-to-face meeting, video conference or audio conference. It could be held regionally or based on some other geographic area. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast, or portions thereof, should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations where the traffic load is expected to increase significantly, thus affecting the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 10 of the General Terms and Conditions of this Agreement.
- 5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider"), or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement, may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under

this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

- 5.6.5 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 5.7 Call Information. BellSouth shall provide XO with the proper call information, *i.e.*, originated call company number and destination call company number, CIC and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. **Parity in Ordering and Provisioning**

BellSouth shall provide interconnection ordering and provisioning services to XO at parity to the ordering and provisioning services BellSouth provides to itself, its affiliates, other telecommunications carriers, and BellSouth end users. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Ordering Guide for CLECs.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity, meaning that XO customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, BellSouth shall ensure that XO local service customers shall experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. **Reciprocal Compensation**

- 8.1 The Parties agree that charges for Local Traffic, local transit traffic and MTA traffic shall be the elemental rates set forth in Attachment 12. The Parties agree that the single rate for ISP-bound traffic shall be the applicable single rate set forth in Attachment 12 in accordance with the

FCC's ISP Order on Remand. For service elements not encompassed by Attachment 12, at the rates set forth in applicable Switched Access tariffs or as otherwise agreed by the Parties.

- 8.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject the FCC's jurisdiction.
- 8.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and XO agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or XO that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and XO further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or XO that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
 - 8.3.1 For ISP-bound traffic exchanged during the year 2001, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in the first quarter of 2001 annualized, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.
 - 8.3.2 For ISP-bound traffic exchanged during the year 2002, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2001, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.
 - 8.3.3 For ISP-bound traffic exchanged during the year 2003, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was

entitled to compensation in 2002. Any minutes above such ceiling shall not be compensable.

- 8.4 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network shall be excluded from any BellSouth billing guarantees. Such traffic shall be delivered at the rates stipulated in this Agreement or by tariff to a terminating carrier. BellSouth shall not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier shall be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, XO shall compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established. BellSouth shall compensate XO for all local and all internet service provider-bound traffic ("ISP-Bound Traffic") delivered to XO as provided in this Interconnection Agreement, less the minutes of such traffic for which BellSouth provides a transit function for another carrier and for which BellSouth provides XO with sufficient and timely Exchange Message Record ("EMR") format data identifying an originating carrier other than BellSouth and the amount of such traffic originated by said originating carrier to allow XO to timely bill that originating carrier for such traffic. Further, BellSouth shall cooperate with XO to provide information to XO and otherwise cooperate with XO to allow XO to bill any carrier for whom BellSouth transmitted traffic to XO, and BellSouth shall provide available information to XO necessary to the resolution of any such billing dispute.

LOCAL INTERCONNECTION - Tennessee													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 12 Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Exhibit 1 Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
					Nonrecurring		Add'l	Nonrecurring Disconnect First					
					Rec	First			SOMEC	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
	INTERCARRIER COMPENSATION FOR IS-BOUND TRAFFIC												
	Single Rate for IS-Bound Traffic, per MOU (effective upon execution of this amendment through June 13, 2003)					0.0010000							
	Single Rate for IS-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)					0.0007000							
	INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC												
	END OFFICE SWITCHING												
	End Office Switching Function, Per MOU			OHD		0.0008041							
	TANDEM SWITCHING												
	Tandem Switching Function Per MOU			OHD		0.0009778							
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778							
	Tandem Intermediary Charge, per MOU*			OHD		0.0015							
	* This change is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
	TRUNK CHARGE												
	Installation Trunk Side Service - per DS0			OHD	TPP++	334.29		57.01					
	Dedicated End Office Trunk Port Service per DS0**			OHD	TDEIP	0.00							
	Dedicated End Office Trunk Port Service per DS1**			OHL, OH1MS	TDEIP	0.00							
	Dedicated Tandem Trunk Port Service per DS0**			OHD	TDWIP	0.00							
	Dedicated Tandem Trunk Port Service per DS1**			OHL, OH1MS	TDWIP	0.00							
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
	COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU			OHD		0.0000064							
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871							
	LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Per Mile per month			OHL, OHM	1LSNF	0.0174							
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1LSNF	18.58	17.37	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1LSNK	0.0174							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1LSNK	17.98	17.37	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1LSNK	0.0174							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1LSNK	17.98	17.37	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OHL, OH1MS	1LSNL	0.3562							
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OHL, OH1MS	1LSNL	77.86	76.27	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	2.34							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	848.99	176.56	105.91					
	LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	4.80				
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	24.83	55.52	5.51				
	Local Channel - Dedicated - DS1 per month			OHL	TEFHG	40.99	277.35	233.26	33.18	22.30			
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15			
	LOCAL INTERCONNECTION MID-SPAN MEET												
	NOTE: If Access service rate Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00		0.00					
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00		0.00					
	MULTIPLERS												
	Channelization - DS1 to DS0 Channel System			OHL, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62			
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	222.98	308.03	108.47	6.34	4.23			
	DS3 Interface Unit (DS1 COC) per month			OHL, OH1MS	SATCO	17.58	6.07	4.66					
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												
	The Parties shall report a Percent Local Facility ("PLF") factor to each other to designate the portion of switched dedicated facilities used for local traffic. Detailed requirements associated with PLF reporting shall be found in BellSouth's Jurisdictional Factors Reporting Guide.												

**AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC. AND
XO TENNESSEE, INC.
DATED NOVEMBER 4, 1999**

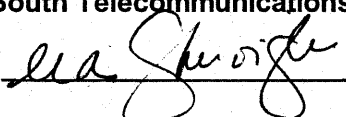
Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and XO Tennessee, Inc. ("XO"), a Washington corporation, hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 (the "Agreement").

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

1. The Parties hereby mutually agree to delete and replace the rates contained in Tables 1 and 2 of Attachment 12 of the Agreement for the elements contained in Exhibit 1 to this Agreement, incorporated herein by this reference.
2. The Operational Support Systems (OSS) rates contained in Attachment 12 of the Agreement are hereby deleted and replaced with the rates contained in Exhibit 1 to this Agreement, incorporated herein by this reference.
3. All other provisions of the Interconnection Agreement, dated November 4, 1999, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
5. This Amendment shall be effective thirty (30) days after the date of the last signature executing the Amendment.

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

BellSouth Telecommunications, Inc.

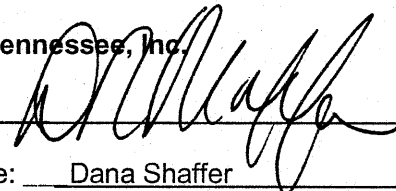
By: 

Name: Elizabeth R.A. Shiroishi

Title: Assistant Director

Date: 26 Feb 2003

XO Tennessee, Inc.

By: 

Name: Dana Shaffer

Title: Vice President

Date: 2-5-03

RESALE DISCOUNTS AND RATES - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1		Exhibit: C	
						Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l	SOME C			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
	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES														
	Electronic OSS Charge LSR				SOME C		3.50	3.50							
	Manual Service Order Charge, per LSR				SOMAN		19.99	19.99							
	SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)														
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60								
	DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE														
	Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03						
	Loading of DA Custom Branded Announcement per Switch per OCN						240.71	240.71							
	DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE														
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							
	OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE														
	Recording of Custom Branded OA Announcement						1,555.00	1,555.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71							
	Loading of OA Custom Branded Announcement per Switch per OCN						240.71	240.71							
	OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE														
	Loading of OA per OCN (Regional)						1,200.00	1,200.00							

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
					Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
					Rec								
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zones, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm													
OPERATIONAL SUPPORT SYSTEMS													
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.													
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECH rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECH rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.													
Electronic OSS Charge, per LSR, submitted via BST's OSS													
Interactive interfaces (Regional)													
UNE SERVICE DATE ADVANCEMENT CHARGE													
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.													
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day													
ALL UNE													
SDASP													
UNBUNDLED EXCHANGE ACCESS LOOP													
2-WIRE ANALOG VOICE GRADE LOOP													
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1													
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2													
2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3													
Loop Testing - Basic 1st Half Hour													
Loop Testing - Basic Additional Half Hour													
Unbundled Voice Loop, Unbundled Non-Design Voice Loop, billing for BST providing make-up													
Manual Order Coordination for UVL-SL1s (per loop)													
Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)													
2-WIRE UNBUNDLED COPPER LOOP													
2-Wire Unbundled Copper Loop - Non-Design Zone 1													
2-Wire Unbundled Copper Loop - Non-Design - Zone 2													
2-Wire Unbundled Copper Loop - Non-Design - Zone 3													
Order Coordination 2 Wire Unbundled Copper Loop - Non-Design (per loop)													
Unbundled Copper Loop, Non-Design Billing for BST providing make-up													
Loop Testing - Basic 1st Half Hour													
Loop Testing - Basic Additional Half Hour													
UNBUNDLED EXCHANGE ACCESS LOOP													
2-WIRE ANALOG VOICE GRADE LOOP													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3													
Order Coordination for Specified Conversion Time (per LSR)													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2													
2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3													
Order Coordination for Specified Conversion Time (per LSR)													
4-WIRE ANALOG VOICE GRADE LOOP													
4-Wire Analog Voice Grade Loop - Zone 1													
4-Wire Analog Voice Grade Loop - Zone 2													
4-Wire Analog Voice Grade Loop - Zone 3													
Order Coordination for Specified Conversion Time (per LSR)													
2-WIRE ISDN DIGITAL GRADE LOOP													
2-Wire ISDN Digital Grade Loop - Zone 1													

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	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOMEc	SOMAN	OSS Rates(\$)	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	39.16							
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	39.16							
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	34.29										
2-WIRE	Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	39.16							
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	39.16							
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	39.16							
2-WIRE	ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	39.14							
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	39.14							
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	39.14							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	13.82	31.99	20.02	1.41							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	18.05	31.99	20.02	1.41							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	23.60	31.99	20.02	1.41							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
2-WIRE	HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	39.14							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	39.14							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	39.14							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.83	31.99	20.02	1.41							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.15	31.99	20.02	1.41							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.50	31.99	20.02	1.41							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
4-WIRE	HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	39.14							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	39.14							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	39.14							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.93	31.99	20.02	1.41							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.20	31.99	20.02	1.41							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	23.80	31.99	20.02	1.41							
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	34.29										
4-WIRE	DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	40.45							
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	40.45							
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	40.45							

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	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	Incremental Charge - Manual Svc Order vs. Electronic-1st
						Rec													
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL			34.59											
4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL			34.29											
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11		207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32			
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL			34.29											
	CLEC to CLEC Conversion Charge without outside dispatch				UDL	UREWO			102.28	49.82				20.35	10.54	13.32	13.32		
2-WIRE UNBUNDLED COPPER LOOP	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	13.19		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.23		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.53		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC			36.52	36.52										
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	13.19		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.23		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.53		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC			36.52	36.52										
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	13.19		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	17.23		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	22.53		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC			36.52	36.52										
2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	13.19		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	17.23		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	22.53		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC			36.52	36.52										
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	13.19		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	17.23		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	22.53		31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32			
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC			36.52	36.52										
	LOOP MODIFICATION																		
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft				UCL, UHL, UCL, UEQ, ULS, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L			65.40	65.40				20.35	10.54	13.32	13.32		
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft				UCL, ULS, UEQ	ULM2G			710.71	23.77				20.35	10.54	13.32	13.32		
	Unbundled Loop Modification, Removal of Load Coils - 4 Wire less than or equal to 18k ft				UHL, UCL	ULM4L			65.40	65.40				20.35	10.54	13.32	13.32		
Unbundled Loop Modification, Removal of Load Coils - 4 Wire pair greater than 18k ft				UCL	ULM4G			710.71	23.77				20.35	10.54	13.32	13.32			
Unbundled Loop Modification, Removal of Bridged Tap Removal, per unbundled loop				UCL, UHL, UCL, UEQ, UEL, ULS, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT			65.44	65.44				20.35	10.54	13.32	13.32			

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMEc	SOMAN	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
SUB-LOOPS	Sub-Loop Distribution														
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25				20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68				20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01				20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06				20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
	Sub-Loop 2-Wire Intra-building Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35				20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBR4	2.26	116.14	37.10				20.35	10.54	13.32	13.32
	Sub-Loop 4-Wire Intra-building Network Cable (INC)	I		UEANL	USBR4		34.29	34.29							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29							
Unbundled Sub-Loop Modification	Unbundled Sub-Loop Modification - 2-W Copper Dist Load			UEF	ULM2X		335.36	7.82				20.34	10.54	13.32	13.32
	Coil/Equip Removal per 2-W PR			UEF	ULM4X		335.36	7.82				20.35	10.54	13.32	13.32
	Unbundled Sub-loop Modification - 4-W Copper Dist Load			UEF	ULM4X		335.36	7.82				20.35	10.54	13.32	13.32
	Coil/Equip Removal per 4-W PR			UEF	ULM4T		528.48	9.74				20.35	10.54	13.32	13.32
	Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74				20.35	10.54	13.32	13.32
Unbundled Network Terminating Wire (UNTW)	Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48				20.35	10.54	13.32	13.32
Network Interface Device (NID)	Network Interface Device (NID) - 1-2 lines			UENTW	UNDI2		89.69	54.56	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UNDI6		129.65	94.51	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11				20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11				20.35	10.54	13.32	13.32
SUB-LOOPS	Sub-Loop Feeder														
	USL-Feeder, DSO Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDNL, UCL, UDL, UDC	USBFW		517.25					20.35	10.54	13.32	13.32
	USL Feeder - DSO Set-up per Cross Box location - per 25 pair set-up			UEA, UDNL, UCL, UDL, UDC	USBFX		42.68	42.68				20.35	10.54	13.32	13.32
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34				20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
						Nonrecurring First	Add'l	Nonrecurring First	Add'l		SOME C	SOMAN	SOMAN	SOMAN
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFA	12.05	122.24	76.35	39.16				10.54	13.32
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	34.29								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	76.35	39.16				10.54	13.32
	Order Coordination For Specified Time Conversion, per LSR			UEA	OCOSL	34.29								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	76.35	39.16				10.54	13.32
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	34.29								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	118.04	30.13				10.54	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	118.04	30.13				10.54	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	118.04	30.13				10.54	13.32
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	34.29								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	118.04	30.13				10.54	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	118.04	30.13				10.54	13.32
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	118.04	30.13				10.54	13.32
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL	34.29								
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	104.67	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	104.67	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	104.64	18.53				19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL	34.29								
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		1	UDC	USBFG	16.11	142.83	104.67	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		2	UDC	USBFG	21.04	142.83	104.67	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		3	UDC	USBFG	27.51	142.83	104.64	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	106.82	18.91				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	106.82	18.91				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	106.82	18.91				19.99	19.99
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL	34.59								
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	104.64	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	104.64	18.53				19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	104.64	18.53				19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	34.29								
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	110.44	22.53				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	110.44	22.53				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	110.44	22.53				19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	34.29								
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	106.82	18.91				19.99	19.99
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL	34.29								
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	106.82	18.91				19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	106.82	18.91				19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee															
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	First	Disconnect Add'l			SOMEK	SOMAN	SOMAN	SOMAN
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3														
	Order Coordination For Specified Conversion Time, per LSR		3	UDL	USBF6	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99
SUB-LOOPS				UDL	OCOSL	34.29									
	Sub-Loop Feeder														
	Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1LSL	14.11									
	Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32
	Sub Loop Feeder - STS-1 - Per Mile Per Month			UDLSX	1LSL	14.11									
	Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32
	Sub Loop Feeder - OC-3 - Per Mile Per Month			UDLO3	1LSL	10.71									
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64									
	Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	546.31	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32
	Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1LSL	13.18									
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98									
	Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,697.00	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32
	Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1LSL	43.22									
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36									
	Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,457.00	3,592.61	407.68	165.17	501.31			20.35	10.54	13.32
	Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	361.44	806.02	407.68	165.17	501.31			20.35	10.54	13.32
UNBUNDLED LOOP CONCENTRATION															
	Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18			20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60				20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67				20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60				20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67				20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2-Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2-Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4-Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE															
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UEANL,UEF,UEQU	UENCE	0.00	0.00								
UNE OTHER, PROVISIONING ONLY - NO RATE				ENTW	UNEEN	0.00	0.00								
	Unbundled Contract Name, Provisioning Only - No Rate														
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL,UIC	UNEEN	0.00	0.00								
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				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		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN		
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate						0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate				UEA USL UCL UDL USL	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	NOTE: minimum billing period - DS3/STS-1/OC3 = four months															
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month				UE3	9.19										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month				UE3	374.24	595.37	304.50	234.83		36.84	36.84	19.01	19.01		
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX	9.19										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX	389.35	595.37	304.50	215.82		36.84	36.84	19.01	19.01		
	High Capacity Unbundled Local Loop - OC3 - Per mile per month				UDL03	6.97										
	High Capacity Unbundled Local Loop - OC3 - Facility Termination per month				UDL03	618.88	787.84	262.31	109.04		36.84	36.84	19.01	19.01		
	High Capacity Local Loop - OC12- Per mile per month				UDL12	8.58										
	High Capacity Local Loop - OC12 - 4 fiber Facility Termination per month				UDL12	2,246.28	992.37	262.31	109.04		36.84	36.84	19.01	19.01		
	NOTE (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.															
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).		R		UMKLW		0.76	0.76								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).		R		UMKLP		0.76	0.76								
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)		R		PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity				ULS	100.00	150.00	0.00	0.00		20.35	10.54	13.32	13.32		
	Line Sharing Splitter, per System 24 Line Capacity				ULS	25.00	150.00	0.00	0.00		20.35	10.54	13.32	13.32		
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)				ULS		163.06	0.00	92.71		20.35	10.54	13.32	13.32		
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
	Line Sharing - per Line Activation (BST owned Splitter)				ULS	0.61	40.00	31.39	0.00		20.35	10.54	13.32	13.32		
	Line Sharing - per Subsequent Activity per Line				ULS		30.00	15.00			20.35	10.54	13.32	13.32		
	Rearrangement(BST Owned Splitter)				ULS		30.00	15.00			20.35	10.54	13.32	13.32		
	Line Sharing - per Subsequent Activity per Line				ULS		30.00	15.00			20.35	10.54	13.32	13.32		
	Rearrangement(DLEC Owned Splitter)				ULS		47.44	19.31	0.00		20.35	10.54	13.32	13.32		
	Line Sharing - per Line Activation (DLEC owned Splitter)		I		ULS	0.61	47.44	19.31	0.00		20.35	10.54	13.32	13.32		
UNBUNDLED DEDICATED TRANSPORT																
	NOTE: INTERFERENCE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months															
INTERFERENCE CHANNEL - DEDICATED TRANSPORT																
	Interface Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				UITVX	0.0054										
	Interface Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination				UITVX	18.58	55.39	17.37	27.96		20.35	21.09	9.80	10.54		
	Interface Channel - Dedicated Transport- 2-Wire Voice Grade - Rev Bat. - Per Mile per month				UITVX	0.0054										
	Interface Channel - Dedicated Transport- 2-Wire VG Rev Bat. - Facility Termination				UITVX	18.58	55.39	17.37	27.96		20.35	21.09	9.80	10.54		
	Interface Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month				UITVX	0.0054										

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
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-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring First	Add'l				
						Rec							
DARK FIBER													
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction												
	Thereof per month - Local Channel												
	NRC Dark Fiber - Local Channel				UDF								
	Thereof per month - Interoffice Channel				UDF								
	NRC Dark Fiber - Interoffice Channel				UDF								
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction				UDF								
	Thereof per month - Local Loop				UDF								
	NRC Dark Fiber - Local Loop				UDF								
8XX ACCESS													
TEN DIGIT SCREENING													
	8XX Access Ten Digit Screening, Per Call				OHD								
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX												
	Number Reserved				OHD								
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O												
	POTS Translations				OHD								
	8XX Access Ten Digit Screening, Per 8XX No. Established With												
	POTS Translations				OHD								
	8XX Access Ten Digit Screening, Customized Area of Service												
	Per 8XX Number				OHD								
	8XX Access Ten Digit Screening, Multiple InterLATA CXR												
	Routing Per CXR Requested Per 8XX No.				OHD								
	8XX Access Ten Digit Screening, Change Charge Per Request				OHD								
	8XX Access Ten Digit Screening, Call Handling and Destination												
	Features				OHD								
LINE INFORMATION DATA BASE ACCESS (LIDB)													
	LIDB Common Transport Per Query				OQT								
	LIDB Validation Per Query				OQU								
	LIDB Originating Point Code Establishment or Change				OQT, OQU								
SIGNALING (CCS7)													
	CCS7 Signaling Termination, Per STP Port				UDB								
	CCS7 Signaling Usage, Per TCAP Message				UDB								
	CCS7 Signaling Connection, Per link (A link)				UDB								
	CCS7 Signaling Connection, Per link (B link) (also known as D												
	link)				UDB								
	CCS7 Signaling Usage, Per ISUP Message				UDB								
	CCS7 Signaling Usage Surrogate, per link per LATA				UDB								
	Signaling Point Code, per Originating Point Code Establishment				UDB								
	or Change, per STP												
OPERATOR CALL PROCESSING													
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST												
	LIDB												
	Oper. Call Processing - Oper. Provided, Per Min. - Using												
	Foreign LIDB												
	Oper. Call Processing - Fully Automated, per Call - Using BST												
	LIDB												
	Oper. Call Processing - Fully Automated, per Call - Using												
	Foreign LIDB												
INWARD OPERATOR SERVICES													
	Inward Operator Services - Verification, Per Minute												
	Inward Operator Services - Verification and Emergency Interrupt												
	- Per Minute												
BRANDING - OPERATOR CALL PROCESSING													
	Facility based CLEC												
	Recording of Custom Branded OA Announcement												
	Loading of Custom Branded OA Announcement per shell/NAV												
	per OCN												
UNEP CLEC													
	Recording of Custom Branded OA Announcement												

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Nonrecurring First	Add'l	Nonrecurring First	Disc Add'l			SOMAN	SOMECH			OSS Rates(\$)	
																SOMAN	SOMAN
						Rec											
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNCVX	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNCVX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
	DS1 Channelization System Per Month			UNCVX	MQ1	80.77	105.76	14.48	3.04	2.74							
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42									
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)			UNCVX													
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNCVX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCVX	MQ1	80.77	105.76	14.48	3.04	2.74							
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)			UNCVX													
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNCVX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCVX	MQ1	80.77	105.76	14.48	3.04	2.74							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCVX	1D1DD	0.91	5.70	4.42									

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	SOMECA	SOMAN	OSS Rates(\$)	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)			UNCDX													
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interface Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interface Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interface Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Interface Transport - Dedicated - DS1 combination - Per Month			UNCDX	1L5XX	0.3562											
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCDX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNCDX	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54	
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interface Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)			UNCDX													
	4-Wire DS1 Digital Loop in Combination with DS1 Interface Transport - Zone 1		1	UNCDX	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	4-Wire DS1 Digital Loop in Combination with DS1 Interface Transport - Zone 2		2	UNCDX	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	4-Wire DS1 Digital Loop in Combination with DS1 Interface Transport - Zone 3		3	UNCDX	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	Interface Transport - Dedicated - DS1 combination - Per Month			UNCDX	1L5XX	0.3562											
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCDX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
	Nonrecurring Currently Combined Network Elements Switch - As Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)			UNCDX													
	First DS1 Loop in DS3 Interface Transport Combination - Zone 1		1	UNCDX	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	First DS1 Loop in DS3 Interface Transport Combination - Zone 2		2	UNCDX	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	First DS1 Loop in DS3 Interface Transport Combination - Zone 3		3	UNCDX	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
	Interface Transport - Dedicated - DS3 combination - Per Month			UNCDX	1L5XX	2.34											
	Interface Transport - Dedicated - DS3 - Facility Termination per month			UNCDX	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54	

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	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	Add'l	Nonrecurring First	SOMEC	SOMAN	OSS Rates(\$)	SOMAN	SOMAN
	DS3 to DS1 Channel System combination per month					156.02	49.41	17.12					
	DS3 Interface Unit (DS1 COC) combination per month		UNC3X	MC3	17.58	5.70	4.42						
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 1	1	UNC1X	USLXX	57.73	228.40	161.74	79.87			20.35	21.09	9.80
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 2	2	UNC1X	USLXX	75.40	228.40	161.74	79.87			20.35	21.09	9.80
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 3	3	UNC1X	USLXX	98.59	228.40	161.74	79.87			20.35	21.09	9.80
	DS3 Interface Unit (DS1 COC) combination per month		UNC1X	UC1D1	17.58	5.70	4.42						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNCCC		52.73	24.62	9.12			20.35	21.09	9.80
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)												
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94			20.35	21.09	9.80
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94			20.35	21.09	9.80
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94			20.35	21.09	9.80
	Interface Transport - Dedicated - 2-wire VG combination - Per Mile Per Month		UNCVX	1L5XX	0.0174								
	Interface Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TV2	21.79	79.83	44.08	69.32			20.35	21.09	9.80
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCVX	UNCCC		52.73	24.62	9.12			20.35	21.09	9.80
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)												
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94			20.35	21.09	9.80
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94			20.35	21.09	9.80
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94			20.35	21.09	9.80
	Interface Transport - Dedicated - 4-wire VG combination - Per Mile Per Month		UNCVX	1L5XX	0.0174								
	Interface Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TV4	27.30	79.83	44.08	69.32			20.35	21.09	9.80
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCVX	UNCCC		52.73	24.62	9.12			20.35	21.09	9.80
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)												
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month		UNC3X	1L5ND	9.19								
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month		UNC3X	UE3PX	373.47	240.23	180.87	106.78			20.35	21.09	9.80
	Interface Transport - Dedicated - DS3 - Per Mile per month		UNC3X	1L5XX	2.34								
	Interface Transport - Dedicated - DS3 combination - Facility Termination per month		UNC3X	U1TF3	854.97	482.01	153.81	64.43			20.35	21.09	9.80
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNCCC		52.73	24.62	9.12			20.35	21.09	9.80
	STST1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)												
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month		UNCSX	1L5ND	9.19								
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month		UNCSX	UDLS1	394.56	240.23	180.87	106.78			20.35	21.09	9.80
	Interface Transport - Dedicated - STS1 combination - Per Mile per month		UNCSX	1L5XX	2.34								
	Interface Transport - Dedicated - STS1 combination - Facility Termination per month		UNCSX	U1TFS	849.30	482.01	153.81	64.43			20.35	21.09	9.80
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCSX	UNCCC		52.73	24.62	9.12			20.35	21.09	9.80
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)												

UNBUNDLED NETWORK ELEMENTS - Tennessee																
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	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									First	Add'l						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Termination per month			UNC1X	U1L5XX	0.3562										
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	U1L5XX	2.34										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)			UNC1X	UDL56											
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNC1X	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNC1X	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNC1X	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNC1X	U1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNC1X	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCCC	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)			UNC1X	UNCCC											

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)					Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
					Nonrecurring First	Add'l	Nonrecurring Disconnect		Svc Order Submitted Manually per LSR		Incremental Charge - Manual Svc Order vs. Electronic-1st			Incremental Charge - Manual Svc Order vs. Electronic-1st	
							Rec	First			First	Add'l	SOME		SOMAN
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2	2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3	3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile		UNCDX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination		UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS															
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.														
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.														
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG		UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps		UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1		UNCTX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3		UNCCX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1		UNCCX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months															
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 1	1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 2	2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 3	3	UNCVX	ULDV2	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 1	1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 2	2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 3	3	UNCVX	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS1 per month Zone 1	1	UNCTX	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS1 per month Zone 2	2	UNCTX	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS1 per month Zone 3	3	UNCTX	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - DS3 - Per Mile per month		UNCCX	1L5NC	7.15										
	Local Channel - Dedicated - DS3 - Facility Termination		UNCCX	1L5NC	611.30	595.37	304.50	215.82	151.15			20.35	21.09	9.80	10.54
	Local Channel - Dedicated - STS-1 - Per Mile per month		UNCCX	1L5NC	7.15							20.35	21.09	9.80	10.54
	Local Channel - Dedicated - STS-1 - Facility Termination		UNCCX	1L5NC	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System		UMQ1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	1.18
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)		UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
	2-wire ISDN COCI (BRIT) - DS1 to DS0 Channel System - per month		UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
	Voice Grade COCI - DS1 to DS0 Channel System - per month		UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
	DS3 to DS1 Channel System - per month		UMQ3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	1.18
	DS1 to DS1 Channel System per month		UMQ3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	9.80
	DS3 Interface Unit (DS1 COCI) used with Loop per month		USL	UCTD1	17.58	6.07	4.66					20.35	9.80	11.49	1.16
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month		ULDD1	UCTD1		6.07	4.66					20.35	9.80	11.49	1.18
Sub-Loop Feeder															
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide	sw	UNCTX	USBFG											
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1	1	UNCTX	USBFG	39.74	116.00	40.62	106.82	18.91						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2	2	UNCTX	USBFG	51.90	116.00	40.62	106.82	18.91						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3	3	UNCTX	USBFG	67.86	116.00	40.62	106.82	18.91						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4	4	UNCTX	USBFG											
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															

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	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECE	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
	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.				UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.				UEPSR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.				UEPSR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)				UEPSR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)				UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)				UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)				UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)				UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)				UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)				UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)				UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID				UEPWN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID				UEPRR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability				UEPRT	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Subsequent Activity				USASC	0.00	0.00	0.00					20.35	10.54	13.32
	FEATURES														
	All Available Vertical Features				UEPVF	0.00	0.00	0.00					20.35	10.54	13.32
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Bus				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Bus				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Bus				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Bus				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)				UEPSB	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Collerville & Memphis Local Calling Port - Bus (B2F)				UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Collerville & Memphis Local Calling Port				UEPB2	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire VG unbundled TN, Business Line Inward, Collerville & Memphis Local Calling Plan				UEPB3	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID				UEPWO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability				UEPBE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Subsequent Activity				USASC	0.00	0.00	0.00					20.35	10.54	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN
FEATURES	[All Available Vertical Features]												
EXCHANGE PORT RATES (DID & PBX)													
2-Wire VG Unbundled 2-Way PBX Trunk - Res						0.00	0.00	0.00				10.54	1.40
2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Analog Long Distance Terminal PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire TN Outward Calling Plan PBX Trunk - Bus						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX LD Terminal Ports						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee						1.79	9.93	9.93	2.92			10.54	1.40
Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 2-Way PBX Usage Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX LD Terminal Ports						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX LD Terminal Switchboard Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD						1.79	9.93	9.93	2.92			10.54	1.40
Capable Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy						1.79	9.93	9.93	2.92			10.54	1.40
Administrative Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy						1.79	9.93	9.93	2.92			10.54	1.40
Room Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy						1.79	9.93	9.93	2.92			10.54	1.40
Administrative Calling Port TN Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital						1.79	9.93	9.93	2.92			10.54	1.40
Discount Room Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
Unbundled Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan						1.79	9.93	9.93	2.92			10.54	1.40
Unbundled Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ						1.79	9.93	9.93	2.92			10.54	1.40
Calling Port						1.79	9.93	9.93	2.92			10.54	1.40
Subsequent Activity						0.00	0.00	0.00				10.54	1.40
FEATURES													
[All Available Vertical Features]													
EXCHANGE PORT RATES (COIN)													
Exchange Ports - Coin Port						2.11	9.93	9.93	2.92			10.54	1.40
NOTE: Transmission/usage charges associated with POT's circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.													
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.													
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)													
EXCHANGE PORT RATES													
Exchange Ports - 2-Wire DID Port						8.97	47.01	47.75	8.47			10.54	1.40
Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability						35.74	75.93	75.93	8.04			10.54	1.40
Exchange Ports - 2-Wire ISDN Port (See Notes below.)						16.26	30.23	30.23	4.10			10.54	1.40
NOTE: Transmission/usage charges associated with POT's circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.													
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.													
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)													
Exchange Ports - 4-Wire ISDN DS1 Port						75.04	147.18	148.66	36.98			10.54	1.40
Exchange Ports - 4-Wire ISDN DS1 Port						75.04	147.18	148.66	36.98			10.54	1.40
UNBUNDLED LOCAL SWITCHING, PORT USAGE													
End Office Switching (Port Usage)													
End Office Switching Function, Per MOU						0.0008041							
Tandem Switching (Port Usage) (Local or Access Tandem)													
Tandem Switching Function Per MOU						0.0009778							

ODUF/ADUF/IODUF/CMDS - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted		Attachment: 12				Table 3	
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMELEC	SOMAN	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								
ODUF																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A			0.0000044								
	ODUF: Message Processing, per message				N/A			0.0027366								
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A			52.75								
	ODUF: Data Transmission (CONNECT-DIRECT), per message				N/A			0.0000339								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																