BELLSOUTH

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

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April 7, 2003

VIA HAND DELIVERY

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

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Business Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00277

Dear Chairman Kyle:

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc. and Business Telecom, Inc.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: General Counsel, Business Telecom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND BUSINESS TELECOM, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BTI and BellSouth state the following:

1. BTI and BellSouth have recently 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 BTI. A copy of the Agreement is attached hereto and incorporated herein by reference.

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

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and BRI within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier

not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

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

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

BTI and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 7th day of April, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

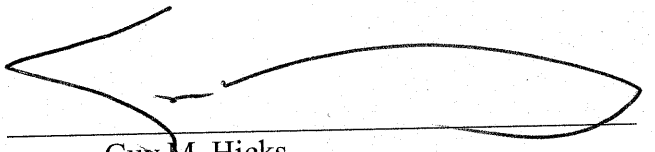
By: _____

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

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 7th day of April, 2003.

Business Telecom, Inc.
General Counsel
4300 Six Forks Road
Raleigh, NC 27609



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Business Telecom, Inc.

By and Between

BellSouth Telecommunications, Inc.

And

Business Telecom, Inc.

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
BUSINESS TELECOM, INC.

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General Terms and Conditions

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Business Telecom, Inc. ("BTI"), a North Carolina corporation, as it is certificated in each state and identified in Appendix A hereto, and shall be effective as stated in the Definitions. This Agreement may refer to either BellSouth or BTI or both as a "Party" or "Parties."

W I T N E S S E T H

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

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

WHEREAS, BTI wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize space for collocation as set forth in Attachment 4 of this Agreement; and

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

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be fifteen (15) days after the date of the last signature executing the Agreement. Future amendments for rate changes only will be effective within fifteen (15) after the date of the last signature executing the Amendment unless otherwise ordered by a Commission. Other charges and credits will be mechanically created to adjust recurring rates previously billed in advance at the previous rates.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

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

1. CLEC Certification

1.1 Prior to execution of this Agreement, if it has not already done so, BTI agrees to provide BellSouth in writing BTI's CLEC certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2 To the extent BTI is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, BTI will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

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

and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

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

2.3 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, in its discretion may terminate this Agreement upon sixty (60) days notice to the other Party, provided, however, that in no event shall this Agreement be terminated prior to one hundred eighty (180) days following the original expiration date of this Agreement. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide services to BTI pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by BTI pursuant to Section 13 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by BTI, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

3. Operational Support Systems

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

4. Parity

When BTI purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, said services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates,

subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to BTI shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of BTI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by BTI.

5. White Pages Listings

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

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

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

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

5.4 Notwithstanding any provision(s) to the contrary, BTI shall provide to BellSouth, and BellSouth shall accept, BTI's Subscriber Listing Information (SLI) relating to BTI's customers in the geographic area(s) covered by this Interconnection Agreement. BTI authorizes BellSouth to release all such BTI SLI provided to BellSouth by BTI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such BTI SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain Commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

5.4.1 No compensation shall be paid to BTI for BellSouth's receipt of BTI SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth necessarily incurs costs to modify its systems to enable the release of BTI's SLI, or costs on an ongoing basis to administer the release of BTI SLI, BTI shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of BTI's SLI, BTI will be notified. If BTI does not wish to pay its proportionate share of these reasonable costs, BTI may instruct BellSouth that it does not wish to release its SLI to independent publishers, and the Parties (upon BTI's request) shall amend this Agreement accordingly. BTI will be liable for all costs incurred until the effective date of the Amendment.

5.4.2 To the greatest extent permitted by applicable law, neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by BTI under this Agreement. Except to the extent prohibited by applicable law, BTI shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate BTI listings or use of the SLI provided pursuant to this Agreement, BellSouth may forward to BTI any complaints received by BellSouth relating to the accuracy or quality of BTI listings.

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

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

5.6 Inclusion of BTI Customers in Directory Assistance Database. BellSouth will include and maintain BTI subscriber listings in BellSouth's Directory Assistance databases at no charge to BTI, except as set forth in the BellSouth GSST tariff section A6, Directory listings, and BTI shall provide such Directory Assistance listings at no charge to BellSouth. BellSouth and BTI will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

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

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

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

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

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

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

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

7. Liability and Indemnification

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

7.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to the other Party.

7.3 Limitation of Liability

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

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

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

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

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

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

company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

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

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited in the selling, marketing, promoting, or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party; provided, however, that BTI may use BellSouth's name solely in truthfully answering direct inquiries by customers or prospective customers regarding the entity that is or will be repairing, servicing, or providing their underlying service.

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

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service

against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

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

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

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

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

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

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

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

9. Proprietary and Confidential Information

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and BTI, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals,

specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

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

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

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

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 and 252 or in performing its obligations under this Agreement and for no other purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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

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

9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information

exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9.8 Assignments. Except as provided herein, any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of BTI, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, BTI shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) BTI pays all bills, past due and current, under this Agreement, or (2) BTI's assignee expressly assumes liability for payment of such bills.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may bring an action for a resolution of the dispute, which action shall be brought, to the extent it has jurisdiction, before the Commission, the Federal Communications Commission, or a state or federal court for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by such commission or court concerning this Agreement.

11. Taxes

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

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

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

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

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

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

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

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

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

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

11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with

respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

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

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

11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing and subject to Section 11.4.3.1, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

11.4.3.1 If, after consultation in accordance with the preceding paragraph, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 10 of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the

imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

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

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

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

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

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

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference

(and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available to BTI on a state-by-state basis, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, any interconnection, service or network element provided under any other agreement filed and approved under 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to the interconnection, service or network element being adopted. In such adoption, BTI may adopt a portion of a multi-state agreement relating to all or less than all of the states covered by such agreement. However, BTI may not adopt a portion of an agreement that applies to one state to be applicable in another state. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

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

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

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

15. Non-waiver of Legal Rights

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

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, BellSouth asserts that any provision by BellSouth of space for collocation under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that BellSouth would not have contracted with respect to the provisioning of space for collocation under this Agreement if the covenants and promises of the Parties with respect to the other services provided for under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recoupable against other payment obligations under this Agreement.

17. Severability.

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 10.

18. Waivers

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

19. Governing Law

Where applicable, this Agreement shall be governed by, and construed in accordance with federal and state substantive telecommunications law, including the regulations of the FCC and appropriate Commissions. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with, the laws of the State in which it is to be performed, without regard to its conflict of laws principles.

20. Arm's Length Negotiations

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

21. Notices

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

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street
Birmingham, Alabama 35203

and

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

Business Telecom, Inc.

General Counsel
4300 Six Forks Road
Raleigh, NC 27609

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

21.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered

the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

22. Rule of Construction

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

23. Headings of No Force or Effect

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

24. Multiple Counterparts

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

25. Implementation of Agreement

If BTI is a facilities based provider or a facilities based and resale provider, this section shall apply, unless the Parties have already accomplished the tasks described in this section. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets.

26. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, BTI shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by BTI. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate

state regulatory agency unless and until such time as BTI is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

27. Compliance with Applicable Law

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

28. Necessary Approvals

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

29. Good Faith Performance

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

30. Nonexclusive Dealings

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

31. Rate True-Up

31.1 Rates will be trued-up as ordered by the applicable Commission and in accordance with that Commission's ordered true-up process or as mutually agreed to by the Parties.

32. Survival

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

33. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to BTI has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess BTI as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and BTI.

34. Entire Agreement

34.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 34.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and BTI acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.2 This Agreement includes Attachments with provisions for the following:

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

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

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

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

BellSouth Telecommunications, Inc.	**Business Telecom, Inc.**
By: Original Signature on File	By: Original Signature on File
Name: Elizabeth R. A. Shiroishi	Name: Bruce R. Bullock
Title: Director	Title: Vice President/Associate General Counsel
Date: 3/10/2003	Date: 3/6/2003

APPENDIX A

SCHEDULE OF BUSINESS TELECOM, INC.'S ("BTI") CERTIFICATED NAMES

Business Telecom, Inc. ("BTI, Inc.) [AL]
Business Telecom, Inc. d/b/a BTI [FL]
Business Telecom, Inc. ("BTI") [GA, KY, LA, MS, NC, SC]
Business Telecom, Inc. ("BTI") [resale - TN]
Business Telecom, Inc. ("BTI Telecommunications, Inc. 'BTI') [facilities - TN]

Attachment 1

Resale

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RESALE

1. Discount Rates

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

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

2. Definition of Terms

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

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

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

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

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

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

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

3. General Provisions

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

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

3.1.2 In Tennessee, if BTI does not resell Lifeline services to any end users, and if BTI agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

3.1.2.1 In the event BTI resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon BTI and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2 BTI must provide written notification to BellSouth within 30 days prior to providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

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

3.2.1 BTI must resell services to other End Users.

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

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

3.4 BTI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to

the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

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

3.5.1 When a subscriber of BTI or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

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

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

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

3.8 BellSouth will allow BTI to designate up to 100 intermediate telephone numbers per CLLIC, for BTI's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. BTI acknowledges that there may be instances where there is a shortage of telephone

numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

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

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to BTI's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13 If BTI or its End Users utilize a BellSouth resold telecommunications service as described in the BellSouth retail tariff in violation of BellSouth's retail tariffs, BTI has the responsibility, to the extent that it is aware of such violation, to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

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

3.16 Service Ordering and Operational Support Systems (OSS)

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

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

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

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

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

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

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

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for BTI per the Bona Fide Request/New Business Request process as set forth in Section 11 of the General Terms and Conditions.

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

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

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

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

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

4. BellSouth's Provision of Services to BTI

4.1 Resale of BellSouth services shall be as follows:

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

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

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

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

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

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

5. Maintenance of Services

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

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

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

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

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

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

5.7 BellSouth reserves the right to contact BTI's End Users, if deemed necessary, for maintenance purposes. During contacts with BTI's End Users for maintenance or repair of services under this Attachment, BellSouth shall not attempt to sell or market any BellSouth service, nor shall BellSouth in any way disparage BTI.

6. Establishment of Service

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

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

7. Discontinuance of Service

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

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

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

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

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

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

8.0 Operator Services (Operator Call Processing and Directory Assistance)

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

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

8.2.1 Process 0+ and 0- dialed local calls

8.2.2 Process 0+ and 0- intraLATA toll calls.

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

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

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

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

8.2.10 Process operator-assisted directory assistance calls.

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

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

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

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

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

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

8.3 Directory Assistance Service

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

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

8.3.3 Directory Assistance Service Updates

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

8.3.3.1.1 New end user connections

8.3.3.1.2 End user disconnections

8.3.3.1.3 End user address changes

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

8.4 <u>Branding for Operator Call Processing and Directory Assistance</u>

8.4.1 BellSouth's branding feature provides a definable announcement to BTI end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing

such end users in queue or connecting them to an available operator or automated operator system. This feature allows BTI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E.

8.4.2 BellSouth offers three branding offering option to BTI when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

8.4.3 Upon receipt of the branding order from BTI, the order is considered firm after ten (10) business days. Should BTI decide to cancel the order, written notification to BTI's BellSouth Account Executive is required. If BTI decides to cancel after ten (10) business days from receipt of the branding order, BTI shall pay all charges per the order.

8.4.4 Selective Call Routing using Line Class Codes (SCR-LCC)

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

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

8.4.4.3 Custom Branding for Directory Assistance is not currently available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services. Should Custom Branding for Directory Assistance be made available to any other reseller for any such class of service, it will be made available to BTI on a nondiscriminatory basis, upon BTI’s request and pursuant to an amendment to this Agreement.

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

8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require BTI to order dedicated transport and trunking from each BellSouth end office identified by BTI,

either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the BTI Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are as set forth in applicable BellSouth Tariffs.

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

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

8.4.5 Branding via Originating Line Number Screening (OLNS)

8.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, BTI shall not be required to purchase direct trunking.

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

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

8.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and

Network Applications Vehicles (NAV) equipment for which BTI requires service.

8.4.5.5 Directory Assistance customized branding uses:

8.4.5.5.1 the recording of BTI

8.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

8.4.5.6 Operator Call Processing customized branding uses:

8.4.5.6.1 the recording of BTI

8.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina)

8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

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

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

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Attachment 7 of this Agreement.

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

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Attachment 7 of this Agreement.

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

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

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

Applicable Notes:

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

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

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

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

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

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

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

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

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

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

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

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of BTI and pursuant to which BellSouth, its LIDB customers and BTI shall have access to such information. In addition, this Agreement sets forth the terms and conditions for BTI's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BTI understands that BellSouth provides access to information in its LIDB to various

telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of BTI, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to BTI's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. Fraud Control

   BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify BTI of fraud alerts so that BTI may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection ("B&C") agreements with various interexchange carriers and billing clearing houses and as such these B&C customers query BellSouth's LIDB to determine whether to accept various billing

options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate BTI's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify BTI's End User originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. BTI is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their End Users.

(2) BellSouth shall have no obligation to become involved in any disputes between BTI and B&C Customers. It shall be the responsibility of BTI and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

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

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

IV. Fees for Service and Taxes

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

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

BTI in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

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

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

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

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

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

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

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

6.1 Usage To Be Transmitted

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

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

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

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

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

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

6.2 Physical File Characteristics

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

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

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

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Enhanced Optional Daily Usage File

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

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

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

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

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

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

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

7.1 Usage To Be Transmitted

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

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

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

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

7.2 Physical File Characteristics

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

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

7.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES - Alabama														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.30										
		Business %					16.30										
		CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.000011										
		ODUF: Message Processing, per message					0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.22										

RESALE DISCOUNTS AND RATES - Florida														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.83										
		Business %					16.81										
		CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	11.46	11.46						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000071										
		ODUF: Message Processing, per message					0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.080698										

RESALE DISCOUNTS AND RATES - Georgia														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.30										
		Business %					17.30										
		CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						199.56	199.56								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0001275										
		ODUF: Message Processing, per message					0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned					28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.0034555										

RESALE DISCOUNTS AND RATES - Kentucky														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.79										
		Business %					15.54										
		CSAs %					15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000136										
		ODUF: Message Processing, per message					0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.235889										

RESALE DISCOUNTS AND RATES - Louisiana														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.72										
		Business %					20.72										
		CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000117										
		ODUF: Message Processing, per message					0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250015										

RESALE DISCOUNTS AND RATES - Mississippi														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					15.75										
		Business %					15.75										
		CSAs %					15.75										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						85.19	85.19	14.19	14.19						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000063										
		ODUF: Message Processing, per message					0.004707										
		ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.250424										

RESALE DISCOUNTS AND RATES - North Carolina														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.50										
		Business %					17.60										
		CSAs %					17.60										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0003										
		ODUF: Message Processing, per message					0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned					54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.2285406										

RESALE DISCOUNTS AND RATES - South Carolina														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					14.80										
		Business %					14.80										
		CSAs %					8.98										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
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						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000216										
		ODUF: Message Processing, per message					0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.258301										

RESALE DISCOUNTS AND RATES - Tennessee														Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					16.00										
		Business %					16.00										
		CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	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	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
		Loading of DA Custom Branded Anouncement 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								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000044										
		ODUF: Message Processing, per message					0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.004										

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to BTI in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to BTI. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require BTI to purchase other Network Elements or services as set forth in the applicable Product and Services guide on BellSouth's website at www.interconnection.bellsouth.com.

1.1.1 The prices as set forth in Exhibit B to this Attachment for the North Carolina Statement of Generally Available Terms and Conditions ("NC SGAT"), will expire as set forth in the Preamble to the NC SGAT. Upon expiration of the NC SGAT rates, the Parties will amend the Agreement to include the rates pursuant to (1) the rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) The prices in effect for the NC SGAT at the time of expiration.

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

Except upon request by BTI, BellSouth shall not separate requested network elements that BellSouth currently combines.

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

1.4 BTI may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner BTI chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exceptions of UNE-P and the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by BTI to the demarcation point associated with BTI's collocation arrangement.

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

1.6 Rates

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

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

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

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

1.7 Standards for Network Elements

1.7.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Attachment to the extent that they are consistent with applicable industry standards.

1.7.2 If two or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2 Unbundled Loops

2.1 General

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

collocation space and/or the end users' side of the point of demarcation. BTI shall be entitled to order all loops set forth in Exhibit B of this Attachment. Unless otherwise requested and negotiated, all loops will be provisioned with the appropriate Network Interface Device (NID).

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

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

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

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

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

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

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 BTI will be responsible for testing and isolating troubles on the Loops. BTI must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Center. At the time of the trouble report, BTI will be required to provide the results of the BTI test which indicate a problem on the BellSouth provided loop.

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

2.1.8.3 If BTI reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge BTI for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If BTI reports trouble on a designed loop and no trouble is found, BellSouth will charge BTI for any dispatch and testing outside the central office. Provided, however, that if BellSouth informs BTI that no trouble is found, and it is ultimately determined that a trouble did exist on the loop at the time of the original trouble report, BTI may request a credit from BellSouth in accordance with Attachment 7 of this Agreement for any dispatch or testing charge with respect to that trouble, and such credit will be applied to BTI's account.

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

2.1.9.1 "Order Coordination" (OC) allows BellSouth and BTI to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to BTI's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below; (after Section 2.1.10.3).

2.1.9.2 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow BTI the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.

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

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

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

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

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

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

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

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

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

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

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

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

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

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

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

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

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is

a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

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

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.

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

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

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

2.3.10 OC-3/OC-12/OC-48 Local Loops are optical two-point transmission paths that are dedicated to the use of BTI in its provision of local exchange **and** associated exchange access services. The physical transmission media for all optical transport is optical fiber with a 2-fiber interface. The interface allows for transport of many different digital signals using a basic building block or base transmission rate of

51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC-12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.3.11 OC-3/OC-12 Local Loops will be handed off at the OC-3/OC-12 transmission level, while the OC-48 Local Loop will be handed off as four OC-12s.

2.3.12 SONET Concatenation is offered as an option with the OC-3/OC-12 and OC-48 Local Loops. Concatenation is the sharing of STS-1 path payloads to create a single broadband payload. The STS-1 signal is carried as a single entity on a non-channelized OC-3 or OC-12 facility. There is a charge for SONET Concatenation, if ordered subsequent to facility provisioning.

2.3.13 Protection will be offered for non-channelized optical facilities. Protection will consist of an additional 2-fiber arrangement.

2.3.14 Channelized OC-3/12/48 Loops shall consist of a 4-fiber arrangement (Protection) with an optical multiplexer at the end user premises. Customer Channel Interfaces (CCI) may be used to derive various lower level services on these multiplexers.

Customer Channel Interface (CCI)	**OC3 Channelized Local Loop**	**OC12 Channelized Local Loop**	**OC48 Channelized Local Loop**
DS1	**YES**	NA	NA
DS3	**YES**	**YES**	**YES**
STS-1	**YES**	**YES**	**YES**
OC-3 2-fiber	NA	**YES**	**YES**
OC-3 4-fiber	NA	**YES**	**YES**
OC-12 2-fiber	NA	NA	**YES**
OC-12 4-fiber	NA	NA	**YES**

2.3.15 Separate Alternate Facilities Transport (SAFT) will be offered, only where existing and available in BellSouth's network, as an option in two levels for additional protection for Local Loop optical facilities. SAFT will extended from the first outside plant service access point outside BellSouth's SWC to the last outside plant service access point prior to entering an end user's premises. SAFT is available in two options:

2.3.15.1 SAFT 1 - Service protection facilities shall be provided in a separate sheath, i.e., cable, from the primary facilities. SAFT 1 provides 2 of 4 fibers in the alternate sheath.

2.3.15.2 SAFT 2 - Service protection facilities shall be provided in a separate sheath, i.e., cable, separate supporting structure and separate route from the primary facilities. No intermediate equipment will be configured to prevent a single service interruption point. SAFT 2 provides 2 of 4 fibers in a separate cable sheath and

structure.

2.3.16 Where channelized optical multiplexing is unavailable, BTI may request channelized optical multiplexing through the Special Construction Process. BellSouth shall provide a price quote to BTI for making available the channelized optical multiplexing requested by BTI, and BTI shall pay BellSouth's costs in investigating the request and providing the quote, even if BTI declines to proceed with Special Construction. Nothing in this Section shall be deemed to impose on BellSouth any legal obligation generally to construct UNEs for CLECs.

2.3.17 Optical Channelization within BellSouth Serving Wire Centers (SWC) will be available in order to channelize the Local Loop.

2.3.18 DS3 and above facilities come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate Service Interface and Performance Specifications, Version 5, dated Sept 2000 applies to DS3 and above services as described in the Technical reference, located at the Website address: http://www.interconnection.bellsouth.com/products/html/unes.html

2.4 **Unbundled Copper Loops (UCL)**

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

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

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

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

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

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

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

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

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

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

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

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

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

2.5 Unbundled Loop Modifications (Line Conditioning)

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

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

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

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

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

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

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

2.6.1 Where BTI has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such

alternative facilities available to BTI. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to BTI (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

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

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

2.6.4 If no alternate facility is available, BellSouth will place new facilities under the same terms and conditions with which it provides facilities to its own customers. In some cases, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Such costs will be at parity to what BellSouth charges its retail customers, if anything, under similar circumstances. BTI will then have the option of paying the one-time SC rates to place the loop as found in BellSouth's GSST A5, and FCC #1 tariffs as applicable.

2.7 **Network Interface Device (NID)**

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

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

2.7.3 **Access to NID**

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

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

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

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

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

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

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

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

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with BTI to develop specific procedures to establish the most

effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

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

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

2.7.4.3 BTI may request BellSouth do additional work to the NID on a time and material basis. When BTI deploys its own local loops with respect to multiple-line termination devices, BTI shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

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

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

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

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

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

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

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

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

2.8.2.9 The site set-up must be completed before BTI can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice BTI's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work

to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.10 Once the site set-up is complete, BTI will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when BTI requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by BTI for sub-loop pairs, expedite charges will apply in accordance with Attachment 6.

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

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

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

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the end-users premises. Neither Party will provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow the other Party to place its facilities to the end user.

2.8.3.3 Requirements

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

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

2.8.3.3.3 In existing Multi-Dwelling Units (MDUs) and/or Multi-Tenant Units (MTUs) in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, BTI will install UNTW Access Terminals for BellSouth at no additional charge.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate BTI for each pair activated commensurate to the price specified in BTI's Agreement.

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

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

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

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

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

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

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

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

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

2.8.4 **Unbundled Sub-Loop Feeder**

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

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

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

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of BTI’s loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

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

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

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

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

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

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

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

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

2.8.4.7 Requirements

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

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

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

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

2.8.5 **Unbundled Loop Concentration (ULC)**

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

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to BTI at BTI's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in

total). All DS1 interfaces will terminate to BTI's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

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

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

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

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

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises that is connected via a cross connect or that can be terminated via a cross connect to the demarcation point associated with BTI's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structures. BellSouth will not provide line terminating elements regeneration or other electronics necessary for BTI to utilize Dark Fiber Loops.

2.8.7.2 **Deleted**

2.8.7.3 Dark Fiber Loop rates are as set forth in Exhibit B of this Attachment

2.8.7.4 Requirements

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

2.8.7.4.2 Deleted

2.8.7.4.3 BTI is solely responsible for testing the quality of the Dark Fiber to determine whether its usability and performance specifications meet BTI's service requirements.

2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to BTI information regarding the location, availability and performance of Dark Fiber Loop, within ten (10) business days after receiving a Service Inquiry ("SI") from BTI. At the request of BTI through contact with the Customer Wholesale Interconnection Network Service (CWINS), if made prior to providing access to the facilities, BellSouth will attempt to estimate the transmission loss of the channel at the customer's intended transmission wavelength: provided, however, that BellSouth does not warrant that the customer's channel will operate at that estimated loss or that the transmission loss will remain constant during the period in which the customer obtains the facilities from BellSouth. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of BellSouth's written confirmation of availability to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for BTI's use and may not allow any other party to use such media, including BellSouth while any needed collocation augmentation is under construction.

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

2.8.7.4.6 BTI may test Dark Fiber obtained from BellSouth using BTI or BTI-designated personnel. BellSouth shall provide appropriate interfaces to allow testing of Dark Fiber If the requested Dark Fiber Loop is not available, BellSouth shall provide a written response to BTI's dark fiber SI within thirty (30) calendar days of

receiving the SI. The written response must include specific reasons why dark fiber cannot be provided.

2.9 Loop Makeup (LMU)

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to BTI (LMU) information so that BTI can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment BTI intends to install and the services BTI wishes to provide. This section addresses LMU as a preordering transaction, distinct from BTI ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

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

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

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

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

network. BTI is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

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

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

2.9.3 **Loop Reservations**

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

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

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

2.9.4 **Ordering of Other UNE Services**

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

2.9.4.2 Where BTI has reserved multiple Loop facilities on a single reservation, BTI may not specify which facility shall be provisioned when submitting the LSR. For those

occasions, BellSouth will assign to BTI, subject to availability and on a parity basis, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by BTI. If the ordered Loop type is not available, BTI may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

2.10 Provisioning and Coordinated Cutovers

This Section 2.10 through Section 2.10.5.8 has been adopted from the AT&T Agreements for the States of Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee and is effective for provisioning and coordinated cutovers for those states. The following are the AT&T Agreements from which this Section has been adopted:

AT&T-FL dated 10/26/2002
AT&T-GA dated 8/6/2002
AT&T-KY dated 7/20/2001
AT&T-MS dated 3/28/2001
AT&T-NC dated 7/18/2002
AT&T-SC dated 12/20/2002
AT&T-TN dated 5/22/2002

The term of this Section shall be from the Effective Date of this Agreement and shall expire on the date set forth in section 2.1 of the AT&T State Agreements.

2.10.1 Section 2.10 contains the initial coordination procedures that the Parties agree to follow when BTI orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which BTI will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 2.10.4 below.

2.10.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

2.10.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by BTI utilizing a SL2 local loop (as that term is defined in Section 2.10.3.1.3 below) provided by BellSouth to BTI with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

2.10.1.3 BTI shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

2.10.2 Ordering

2.10.2.1 BTI shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 6 to this Agreement, incorporated herein by this reference. BTI may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. BTI shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by BTI to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 2.10.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by BTI to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 2.10.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." BTI shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. BTI will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 2.10.2.2 below.

2.10.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, BTI shall rely on the time requested on the LSR.

2.10.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:

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

2.10.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)

2.10.2.2.3 The above hours are defined as the time of day where the work is being performed.

2.10.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 6 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing BTI support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.

2.10.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to BTI may work shifts outside of BellSouth's regular working hours as defined in Section 2.10.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that BTI requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of BTI, BellSouth will not assess BTI additional charges beyond the rates and charges specified in this Agreement.

2.10.2.2.6 BTI will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, BTI will pay overtime charges subject to the provisions of Section 2.10.2.2.5 above, where BTI requests a time specific conversion which based on the completion intervals outlined in Section 2.10.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 2.10.2.2 above of this Attachment 2 as well as Attachment 6, incorporated herein by this reference.

2.10.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by BTI for the current view of the LSR.

2.10.2.2.8 BellSouth shall provide BTI real-time, electronic access to its LFACS system in the pre-ordering phase to allow BTI (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its Connecting Facility Assignments ("CFA") prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 6. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.

2.10.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 2.10.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 2.10.2.2.8 above. Upon facility assignment validation by BTI and upon receipt of BTI's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a CFA assigned on an BTI LSR is in conflict with BellSouth records.

2.10.2.2.10 Both parties agree that post FOC clarifications should not occur, provided BTI checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 2.10.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and BTI will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 2.10.4 below.

2.10.2.2.11 BellSouth and BTI will work cooperatively to ensure data base integrity is achieved between BTI and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) BTI ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow BTI to identify and synchronize such data base; and (2) BellSouth will ensure that it processes BTI requests for cancellation of local service requests in a time frame that allows BTI to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to BTI in accordance with Section 2.10.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spreadsheet. Once access to LFACS is provided to BTI, in accordance with Section 2.10.2.2.8 above, BTI agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.

2.10.2.2.12 BellSouth will provide BTI with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and BTI will work jointly to identify and resolve any discrepancies between BellSouth and BTI databases containing the CFA assignments.

2.10.2.3 Firm Order Commitment ("FOC")

2.10.2.3.1 Pursuant to Section 2.10.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to BTI that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.

2.10.2.3.2 For the initial LSR, BellSouth should not provide BTI with either a request for clarification or a reject message after BellSouth provides BTI a FOC, except as outlined in Section 2.10.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

2.10.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 2.10.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.

2.10.3 Provisioning

2.10.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to BTI.

2.10.3.1.1 Upon receipt of the FOC pursuant to Section 2.10.2.3.1, BTI shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.

2.10.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.

2.10.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) BTI will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) BTI will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and BTI will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.

2.10.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to BTI or BTI's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

2.10.3.2 Upon receipt of the FOC, BTI and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.

2.10.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of

BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to BTI, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

2.10.3.2.1.1 PF order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.

2.10.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify BTI as soon as the order is placed in PF status in accordance with Section 2.10.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide BTI estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within five (5) business days from the date the PF condition occurs.

2.10.3.2.2 BTI shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to BTI. In addition, an BTI representative will answer and will respond within five (5) minutes. Response as used in this section shall mean that the BTI agent is ready to receive and record information provided by BellSouth.

2.10.3.2.3 In the event BellSouth does not find dial tone on the BTI side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify BTI. BTI shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the BTI technician finds no trouble on the BTI side when testing, BTI will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an BTI technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that BTI will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 2.10.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

2.10.3.2.4 Troubles referred to BTI as referenced in Section 2.10.3.2.3 above will be repaired by the BTI technician, if necessary. Unless BTI notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. BTI agrees that BellSouth may rely on the lack of such notification to mean that BTI believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. BTI shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, BTI dial tone is not detected on the BellSouth collocation pair and BTI and BellSouth agree that the problem is due to BTI and cannot be resolved within fifteen (15) minutes, BTI will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If BTI is unable to correct the repair within fifteen (15) minutes, BTI may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 2.10.4.1 below will be applied.

2.10.3.3 BTI will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.

2.10.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by BTI for OCTS or verify the due date for OC conversions twenty-four to forty-eight (24-48) hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at twenty-four to forty-eight (24-48) hours notifying BTI with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test twenty-four (24) hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise BTI that it will not. If BellSouth advises BTI that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 2.10.3.1.3 above.

2.10.3.3.2 BellSouth will advise BTI, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to BTI as

outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by BTI.

2.10.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.

2.10.3.4 Due Date Activities

2.10.3.4.1 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify BTI dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the BTI collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify BTI dial tone and ensure the correct number is delivered to the BellSouth cable pair.

2.10.3.5 Activities After Hot Cut

2.10.3.5.1 The UNEC will then advise BTI via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 2.10.3.2.2 above, and allow BTI to accept or reject the service. BellSouth shall work cooperatively with BTI to correct any problems associated with the conversion of the service which might result in BTI's rejection of the service.

2.10.3.5.2 If BellSouth fails to contact BTI after the hot cut and in accordance with the Cut Complete Call stated in Sections 2.10.3.5.1 and 2.10.3.2.2 above (number stated in the "ImpCon" Field of the BTI LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 2.10.3.1.3 above.

2.10.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 2.10.3.5.1 above has been made:

2.10.3.5.3.1 If the call is received by BTI prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 pm;

2.10.3.5.3.2 If BTI requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;

2.10.3.5.3.3 If the call is received by BTI after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;

2.10.3.5.3.4 If BellSouth does not receive verbal acceptance by BTI pursuant to the above conditions, BellSouth will deem the conversion accepted by BTI.

2.10.3.5.4 BellSouth and BTI reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 2.10.4 below.

2.10.3.6 Loop Cut-Over Timing

2.10.3.6.1 BellSouth shall complete the loop cut-over step and notify BTI of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.

2.10.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.

2.10.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.

2.10.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 2.10.3.6.1 above and notify BTI of such completion in accordance with Section 2.10.3.5.1 above, BTI may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

2.10.3.7 Completion Notice

2.10.3.7.1 BellSouth shall send BTI completion notices when the LSRs are submitted electronically. If submitted manually, BTI may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.

2.10.4 Process Improvement

2.10.4 BTI or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via BTI's Local Services and Access Management ("LSAM") Group or BellSouth's BTI Account Team ("Account Team") of the needed areas of improvement and any proposed changes to the current hot cut process provided for in the Interconnection Agreement ("Agreement").

2.10.4.1 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.

2.10.4.2 Upon receipt of the response, Petitioner shall either:

2.10.4.2.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or

2.10.4.2.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.

2.10.4.3 If Section 2.10.4.2.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.

2.10.4.4 A mutually agreed upon process under either Section 2.10.4.2.1 or Section 2.10.4.2.2 shall be implemented upon a mutually agreed upon timeframe.

2.10.4.5 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement.

2.10.4.6 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.

2.10.4.7 Nothing in this Process Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.

2.10.5 <u>New Loop Provisioning – "Loop Only"</u>

2.10.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.

2.10.5.2 BellSouth will perform pre-service testing to ensure BTI dial tone and telephone number is delivered to the BellSouth loop.

2.10.5.3 If BTI dial tone is not detected during pre-service testing, BellSouth will notify BTI and will continue with the provisioning process assuming that BTI will correct the problem prior to the due date.

2.10.5.4 BTI will deliver dial tone and telephone number to the BTI collocation point forty-eight (48) hours prior to the due date.

2.10.5.5 BellSouth and BTI will notify either party if the due date cannot be met for any reason.

2.10.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.

2.10.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.

2.10.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by BTI to the NID. Testing requested by BTI to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by BTI and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this

3 High Frequency Spectrum Network Element

3.1 General

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

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow BTI the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz

to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. BTI shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

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

3.1.4 BellSouth will provide Loop Modification to BTI on an existing Loop in accordance with procedures developed in the BellSouth 2002 Shared Loop UNE Collaborative ("Line Sharing Collaborative"). High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If BTI requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, BTI shall pay for the Loop to be restored to its original state.

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

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

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

3.2.1.2 BTI may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of BTI's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

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

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

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

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

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

3.2.1.8 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and BTI desires to continue providing xDSL service on such Loop, BTI shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give BTI notice in a reasonable time prior to disconnect, which notice shall give BTI an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and BTI purchases the full stand-alone Loop, BTI may elect the type of loop it will purchase. BTI will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event BTI purchases a voice grade Loop, BTI acknowledges that such Loop may not remain xDSL compatible.

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

3.2.2 **Ordering**

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

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

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

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

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

3.2.3 **Maintenance and Repair**

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

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

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

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

3.2.3.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to BTI, BellSouth will notify BTI. BTI will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, BTI will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space

fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue BTI's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.2.4 **Line Splitting**.

3.2.4.1 General

3.2.4.2 Line splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end-users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. Where BTI is the Voice CLEC, BTI shall notify Bellsouth of the installation of a line splitting arrangement with an unaffiliated DATA LEC and shall provide appropriate contact information for the DATA LEC for each line in the format agreed to by the BellSouth 2002 Shared Loop UNE Collaborative.

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

3.2.4.4 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing BTI for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of BTI or its authorized agent to determine if the loop is compatible for Line Splitting Service. BTI or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and BTI or its authorized agent submits an LSR to BellSouth to change the loop.

3.2.4.5 **Provisioning Line Splitting and Splitter Space**

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

(NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

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

3.2.4.7.1 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, and BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.2.4.7.2 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

3.2.4.8 Ordering

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

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

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

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

3.2.4.13 BellSouth will provide loop modification to BTI on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: HTTP://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

3.2.4.14 **Maintenance**

3.2.4.15 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the

Termination Point. BTI will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

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

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

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

3.2.4.19

Where neither BTI nor BellSouth is the data provider and the data provider does not have any contract privity with BellSouth on the data provider's use of the high frequency portion of the loop as contemplated herein, BTI will indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs, including reasonable attorneys' fees, to the extent the basis for such claims is proximately caused by the data provider's use of the high frequency portion of the loop as contemplated in this section, and, except in cases of BellSouth's gross negligence or willful misconduct, BTI's indemnification obligation under this provision will not be subject to the limitation of liability provisions of this Agreement.

3.2.5 **Remote Site High Frequency Spectrum**

3.2.5.1 General

3.2.5.1.1 BellSouth shall provide BTI access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.2.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow BTI

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

3.2.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub loop. A unloaded Cooper sub loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

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

3.2.9 Provisioning of High Frequency Spectrum and Splitter Space

3.2.10 BellSouth will provide BTI with access to the High Frequency Spectrum as follows:

3.2.10.1 To order High Frequency Spectrum on a particular Loop, BTI must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such Loop.

3.2.10.2 BTI may provide its own splitters or may order splitters in a remote site once the BTI has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of BTI's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.2.10.3 Once a splitter is installed on behalf of BTI in a remote site in which BTI is located, BTI shall be entitled to order the High Frequency Spectrum on lines

served out of that remote site. BellSouth will bill and BTI shall pay applicable for High Frequency Spectrum end-user activation.

3.2.11 **BellSouth Owned Splitter**

3.2.11.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The BTI's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). The BTI will provide a cable facility to the BellSouth FDI. BellSouth will splice the BTI's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the BTI's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the BTI's xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.

3.2.11.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the BTI's Remote Terminal (RT) collocation space and routed back to the BTI's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide BTI with a carrier notification letter, informing BTI of change. BTI shall purchase ports on the splitter in increments of 24 ports.

3.2.11.3 BellSouth will install the splitter in (i) a common area close to BTI's collocation area, if possible; or (ii) in a BellSouth relay rack as close to BTI's DS0 termination point as possible. BTI shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified BTI DS0 at such time that a BTI end user's service is established.

3.2.12 **CLEC Owned Splitter**

3.2.12.1 BTI may at its option purchase, install and maintain splitters in its collocation arrangements. BTI may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. The CLEC will be required to activate cable pairs in no less than 8 (eight) pair increments.

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

3.2.12.3 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and BTI desires to continue providing xDSL service on such sub-loop, BTI shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give BTI notice in a reasonable time prior to disconnect, which notice shall give BTI an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and BTI purchases the full stand-alone sub-loop, BTI may elect the type of sub-loop it will purchase. BTI will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event BTI purchases a voice grade Loop, BTI acknowledges that such sub-loop may not remain xDSL compatible.

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

3.2.13 **Ordering**

3.2.13.1 BTI shall use BellSouth's Remote Splitter Ordering Document ("RSOD") to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

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

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

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

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

3.2.14 **Maintenance and Repair**

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

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

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

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

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

4 Local Switching

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

4.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on BTI regarding the use of switching capabilities purchased from BellSouth provided such use does not result in significant service degradation from the perspective of end users or damage to BellSouth's tangible property.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch,

which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

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

4.2.3 In the event that BTI orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA as provided in Section 4.2.2 listed above, BellSouth shall charge BTI the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.

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

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to BTI's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that BTI purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an BTI local end user, or originated by a BellSouth local end user and terminated to an BTI local end user, where such calls originate and terminate in the same LATA. For such calls, BellSouth will charge BTI the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and BTI shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.7 Where BTI purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an BTI end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge BTI the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and BTI shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill BTI the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.9 **Unbundled Port Features**

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

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

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

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

4.2.9.5 **Provision for Local Switching**

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

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

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

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

4.2.9.10 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by BTI

4.2.9.11 **Local Switching Interfaces.**

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

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

4.2.9.11.3 Coin phone signaling;

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

4.2.9.11.5 Two-wire analog interface to PBX;

4.2.9.11.6 Four-wire analog interface to PBX;

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

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

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

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

4.2.10 **Remote Call Forwarding**

4.2.10.1 As an option, BellSouth shall make available to BTI an unbundled port with Remote Call Forwarding capability ("URCF service"). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, BTI will ensure that the following conditions are satisfied:

4.2.10.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);

4.2.10.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.2.10.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.2.10.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.2.10.1.5 In addition to the charge for the URCF service port, BellSouth shall charge BTI the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward- to number (service).

4.3 **Tandem Switching**

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

4.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.2 BTI shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

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

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

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

B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each BTI end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. BTI shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

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

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

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

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

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

4.5 **Packet Switching Capability**

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

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

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

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

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

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

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

4.6 **Interoffice Transmission Facilities**

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

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by BTI are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by BTI are not already combined by BellSouth in the location requested by BTI but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by BTI are not elements that BellSouth combines for its use in its network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled loops and unbundled dedicated transport as defined in Section 6. BellSouth shall provide BTI with EELs where they are available.

5.2.2 BellSouth will provide access to EELs in the combinations set forth in Section 5.4.1 below.

5.2.3 EELs are intended to provide service connectivity from an end user's location through that end user's SWC to BTI's collocation space in a BellSouth central office. The circuit must be connected to the BTI's switch for the purpose of provisioning circuit telephone exchange service to the BTI's end-user customers. BTI may connect EELs within the BTI's collocation space to other transport terminating into BTI's switch. BTI may also connect the local loops listed in Section 5.3.1.3 to an appropriate Unbundled Local Channel to form additional EELs which terminate in BTI's switch. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon BTI's request, terminate to a CLEC's Point of Presence ("POP"). BTI will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth's request, BTI shall indicate under what local usage option BTI seeks to qualify. BTI shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1 et seq. is met. BellSouth shall have the right to audit BTI's EELs as specified in Section 5.3.3 below.

5.3 Conversions from Special Access Service to EELs

5.3.1 BTI may convert, without any physical disconnection, existing special access services to combinations of loop and transport network elements, whether or not BTI self-provides its entrance facilities (or obtains entrance facilities from a third party), unless BTI does not use the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent BTI requests to convert any special access services to combinations of loop and transport network elements at UNE prices, BTI shall provide to BellSouth a certification that BTI is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option BTI seeks to qualify for conversion of special access circuits at the time of conversion. BTI shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.1.1 **Option 1:** BTI certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at BTI's collocation arrangement, as set forth in 47 C.F.R. 51.323, in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. BTI can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.1.2 **Option 2:** BTI certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must terminate at BTI's collocation arrangement, as set forth in 47 C.F.R. 51.323, in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.1.3 **Option 3:** BTI certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. BTI does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.2 If, pursuant to Paragraph 23 of the Supplemental Order Clarification, the FCC grants BTI a waiver of the local usage options set forth in the FCC's rulings, then upon either Party's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver.

5.3.3 BellSouth may, at its sole discretion, audit BTI's records in order to verify compliance with the local usage option provided by BTI pursuant to Section 5.3.1. The audit shall be conducted by a third party independent auditor, during normal business hours, and at a mutually agreeable time not later than 15 days after the originally requested start date for the audit. BTI shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, BTI shall reimburse BellSouth for the cost of the audit. If, based on the audit, BTI is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements (as defined in Section 5.3), BellSouth will convert such combinations of loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill BTI for appropriate retroactive reimbursement. If the Parties disagree as to whether

the audits indicate that BTI is not providing a significant amount of local exchange traffic or as to the appropriate date for retroactive reimbursement, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

5.3.4 In the event BTI converts special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section, BTI shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3.5 Requests for conversions of 15 or more circuits from special access to EELs will be provisioned on a project basis and will have a negotiated due date. If BellSouth's ordering procedures require submission of a spreadsheet for 15 or more conversions pursuant to Section 5.3.1, BTI shall not be required to submit individual LSRs for such requests.

5.3.6.8 This Section 5.3.6.8 through Section 5.3.6.9 has been adopted from the NewSouth Communications Corporation ("NewSouth") Agreement dated May 18, 2001 for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee and is effective for those states. The term of this Section shall be from the Effective Date of this Agreement and shall expire on the date set forth in section 2.1 of the NewSouth Interconnection Agreement.

In addition to the circumstances under which BTI may identify special access circuits that qualify for conversions to EELs (referenced in Sections 5.3.6.2 through 5.3.6.5 above), BTI shall also be entitled to convert special access circuits to unbundled network elements pursuant to the terms of this section 5.3.6.8 et seq.

5.3.6.8.1 Upon request by BTI, BellSouth shall convert special access circuits to combinations of an unbundled loop connected to a special access transport provided that: (1) the combination terminates to a BTI collocation arrangement; and (2) BTI certifies, in the manner set forth above, that at least 75% of the unbundled network element(s) component of the facility is used to provide originating and terminating local voice traffic. The recurring charges for such combinations shall be the sum of the recurring charge for the applicable UNE loop, as set forth in Exhibit B to this Attachment, and all applicable recurring charges for the special access transport facility, as set forth in the BellSouth tariff under which such facilities were ordered. The nonrecurring charges for such combinations shall be an amount equal to all applicable conversion charges set forth in Exhibit B to this Attachment for conversion of special access circuits to EELs, plus the applicable nonrecurring cross connect charges (set forth in Attachment 4 to this Agreement) required to connect the facility to BTI's collocation arrangement.

Such combinations that terminate in BTI collocation arrangements may be connected to BTI via cross-connects to BellSouth services used by BTI to transport traffic between BTI's collocation space and BTI's POP.

5.3.6.8.2 Upon request from BTI to convert special access circuits pursuant to Section 5.3.6.8 BellSouth shall have the right, upon 10 business days notice, to conduct an audit prior to any such conversion to determine whether the subject facilities meet local usage requirements set forth above. An audit conducted pursuant to this Section shall take into account a usage period for the past three (3) consecutive months, and shall be subject to the requirements for audits as set forth in the FCC's June 2, 2000 Order, except as expressly modified herein.

5.4 Rates

5.4.1 Currently Combined EELs listed below in Sections 5.4.1.1-5.4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

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

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

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

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

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

5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections 5.4.1.1-5.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

5.4.3 To the extent that BTI requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

5.5 UNE Port/Loop Combinations

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

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

5.5.3 Except as set forth in Section 5.5.4 below, BellSouth shall provide UNE port/loop combinations described in Section 5.5.6 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 5.5.4 below, BellSouth shall provide UNE port/loop

combinations not described in Section 5.5.6 below or Not Typically Combined Combinations in accordance with the Bona Fide Request process.

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

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

5.5.4.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.

5.5.5 BellSouth shall make 911 updates in the BellSouth 911 database for BTI's UNE port/loop combinations. BellSouth will not bill BTI for 911 surcharges. BTI is responsible for paying all 911 surcharges to the applicable governmental agency.

5.5.6 Combination Offerings

5.5.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.5.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6 **Other UNE Combinations**

5.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to BTI in addition to those specifically referenced in this Section 5 above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent BTI requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

5.6.2 Rates

5.6.3 The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent BTI requests a Not Typically Combined Combination, or to the extent BTI requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

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

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

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

6.1.2 BellSouth shall:

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

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

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

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

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

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

6.2 **Dedicated Transport**

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

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

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

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3, OC-3, OC-12, OC-48) dedicated to BTI.

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

6.2.2 Technical Requirements

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

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

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

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3;

6.2.2.4.4 OC-3/12/48 Local Channel and Interoffice Channel are optical two-point transmission paths that are dedicated to the use of BTI in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber with a 2-fiber interface. The interface allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC-12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

6.2.2.4.5 Non-Channelized OC-3/OC-12 Local Channel and Interoffice Channel shall be handed off at the OC-3/OC-12 transmission level, while the OC-48 Local Channel and Interoffice Channel shall be handed off as four OC-12s.

6.2.2.4.6 SONET Concatenation is offered as an option. Concatenation is the sharing of STS-1 path payloads to create a single broadband payload. The STS-1 signal is carried as a single entity on a non-channelized OC-3 or OC-12 facility. There is a charge for SONET Concatenation, if ordered subsequent to facility provisioning.

6.2.2.4.7 Protection will be offered for non-channelized optical facilities. Protection will consist of an additional 2-fiber arrangement.

6.2.2.4.8 Channelized OC-3/12/48 Local Channels shall consist of a 4-fiber arrangement (Protection) with an optical multiplexer at the CLEC's Point of Presence (POP). Customer Channel Interfaces (CCI) may be used to derive various lower level services on these multiplexers.

Customer Channel Interface (CCI)	**OC3 Channelized Local Loop**	**OC12 Channelized Local Loop**	**OC48 Channelized Local Loop**
DS1	**YES**	NA	NA
DS3	**YES**	**YES**	**YES**
STS-1	**YES**	**YES**	**YES**
OC-3 2-fiber	NA	**YES**	**YES**
OC-3 4-fiber	NA	**YES**	**YES**
OC-12 2-fiber	NA	NA	**YES**
OC-12 4-fiber	NA	NA	**YES**

6.2.2.4.9 Separate Alternate Facilities Transport (SAFT) will be offered, only where existing available in BellSouth's network, as an option in two levels for additional protection for Local Channel optical facilities. SAFT will extended from the first outside plant service access point outside the BellSouth's SWC to the last outside

plant service access point prior to entering a customer's premises. SAFT is available in two options:

6.2.2.4.10 SAFT 1 - Service protection facilities shall be provided in a separate sheath, i.e., cable, from the primary facilities. SAFT 1 provides 2 of 4 fibers in alternate sheath.

6.2.2.4.11 SAFT 2 - Service protection facilities shall be provided in a separate sheath, i.e., cable, separate supporting structure and separate route from the primary facilities. No intermediate equipment will be configured to prevent a single service interruption point. SAFT 2 provides 2 of 4 fibers in a separate cable sheath and structure.

6.2.2.4.12 Where channelized optical multiplexing is unavailable, BTI may request channelized optical multiplexing through the Special Construction Process. BellSouth shall provide a price quote to BTI for making available the channelized optical multiplexing requested by BTI, and BTI shall pay BellSouth's costs in investigating the request and providing the quote, even if BTI declines to proceed with Special Construction. Nothing in this Section shall be deemed to impose on BellSouth any legal obligation generally to construct UNEs to CLECs.

6.2.2.4.13 Optical Channelization within BellSouth Serving Wire Centers (SWC) will be available in order to channelize either the Local Channel and/or the Interoffice Channel.

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

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

6.2.2.7 BellSouth Technical References:

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

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

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

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1, DS3, STS-1, OC-3, OC-12, or OC-48 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized

within a BellSouth Serving Wire Center. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, BTI may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems and COCIs:

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

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

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

6.3.2.2.1 Voice Grade, Digital Data and ISDN can be activated on a DS1 Channelization System through the use of a COCI.

6.3.2.3 AMI and B8ZS line coding with either Super Frame (SF) and Extended SuperFrame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.2.4 OC-3 Channelization System: Channelizes an OC-3 signal into 84 DS1s or 3 DS3/STS-1s.

6.3.2.4.1 OC-3 Channelization System support the following COCIs: DS1, DS3, STS-1, 28 CO Channel System (supports a DS1 interface).

6.3.2.5.0 OC-12 Channelization System: Channelizes an OC-12 signal into 336 DS1s, 12 DS3/STS-1s, 4 OC-3s.

6.3.2.5.1 OC-12 Channelization System supports the following COCI: DS3, STS-1, 28 CO Channel System (supports a DS1 interface), STS-1 CO Channel System (supports a DS1 interface), OC-3 CO Channel Interface (supports DS1, DS3, and STS-1 interfaces), OC-3 2-fiber interface, OC-3 4-fiber interface.

6.3.2.6 OC-48 Channelization System: Channelizes an OC 48 signal into 1344 DS1s, 48 DS3/STS-1s, 16 OC-3s, or 4 OC-12s.

6.3.2.6.1 OC-48 Channelization System supports the following COCI: DS3, STS-1, 28 CO Channel System (supports a DS1 interface), STS-1 CO Channel System (supports a DS1 interface), OC-3 CO Channel Interface (supports DS1, DS3, and STS-1 interfaces), OC-3 2-fiber interface, OC-3 4-fiber interface, OC-12 2-fiber interface, and OC-12 4-fiber interface.

	Multiplexer In SWC		
Central Office Channel Interface (COCI)	**OC-3**	**OC-12**	**OC-48**
DS1	**YES**	NA	NA
DS3	**YES**	**YES**	**YES**
STS-1	**YES**	**YES**	**YES**
28 DS1 CO Channel System (1)	**YES**	**YES**	**YES**
STS-1 CO Channel System (1)	**YES**	**YES**	**YES**
OC-3 CO Channel System (2)	NA	**YES**	**YES**
OC-3 2-fiber	NA	**YES**	**YES**
OC-3 4-fiber	NA	**YES**	**YES**
OC-12 2-fiber	NA	NA	**YES**
OC-12 4-fiber	NA	NA	**YES**

(1) DS1 interfaces required
(2) DS1, DS3, or STS-1 interfaces required

6.4 Dark Fiber Transport

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Transport is offered in two configurations: Interoffice Channel, between BTI's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel, from BTI's POP to BTI's collocation arrangement in the POP serving wire center. It may be strands of optical fiber existing in aerial or underground structures. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for BTI to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, and Interoffice Channel as defined in Section 6.2.1.

6.4.3 Requirements

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

6.4.3.2 Deleted

6.4.3.3 BTI is solely responsible for testing the quality of the Dark Fiber Transport to determine whether its usability and performance specifications meet BTI's service requirements.

6.4.3.4 BellSouth shall use its best efforts to provide to BTI information regarding the location, availability and performance of Dark Fiber Transport, within ten (10) business days after receiving a request from BTI. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport. At the request of BTI through contact with the Customer Wholesale Interconnection Network Service (CWINS), if made prior to providing access to the facilities, BellSouth will attempt to estimate the transmission loss of the channel at BTI's intended transmission wavelength: provided, however, that BellSouth does not warrant that BTI's channel will operate at that estimated loss or that the transmission loss will remain constant during the period in which BTI obtains the facilities from BellSouth. Within the above 10-day time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for BTI's use and may not allow any other party to use such media, including BellSouth while any needed collocation augmentation is under construction.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall provision the Dark Fiber Transport to BTI within twenty (20) business days after BTI submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) to enable BTI to connect to BTI provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport. BellSouth shall provide Dark Fiber Transport through intermediate offices without requiring BTI to collocate in the intermediate offices.

6.4.3.6 BellSouth shall provide parity access to all Dark Fiber Loop and Transport pre-ordering, Ordering and Provisioning information to enable BTI to plan to use dark fiber UNEs.

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

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At BTI's option, 8XX TFD Service

is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by BTI.

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

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, BTI must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of BTI customer records will be missing from LIDB, as measured by BTI audits. BellSouth will audit BTI records in LIDB against DBAS to identify record mismatches and provide this data to a designated BTI contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to BTI within one business day of audit. Once reconciled records are received back from BTI, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact BTI to negotiate a time frame for the updates, not to exceed three business days.

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

8.2.11 BellSouth shall provide BTI with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between BTI and BellSouth.

8.2.12 BellSouth shall prevent any access to or use of BTI data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by BTI in writing.

8.2.13 BellSouth shall provide BTI performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by BTI at least at parity with BellSouth Customer Data. BellSouth shall obtain from BTI the screening information associated with LIDB Data Screening of BTI data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to BTI under the BFR/NBR process as set forth in Attachment 12.

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

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

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

8.3 Interface Requirements

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

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

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

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

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

9 Signaling

9.1 BellSouth shall offer non-discriminatory access to signaling and access to BellSouth's signaling systems and databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.2 **Signaling Link Transport**

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

9.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

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

party local or tandem switching and Third-party-provided Signaling Transfer Points.

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

9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a BTI local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between BTI local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BTI or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a BTI database, then BTI agrees to provide BellSouth with the Destination Point Code for BTI database.

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

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

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

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

9.4.2 SS7 AIN Access shall provide BTI SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and BTI SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the BTI SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

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

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

9.4.3.1.2 A B-link interface from BTI local STPs.

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

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

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

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

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

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

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

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth in BellSouth's FCC Tariff 1 and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

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

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

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

9.7.4 SS7 Network Interconnection shall provide:

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

9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a BTI local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of BTI local STPs, and shall not include SCCP Subsystem Management of the destination.

9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.

9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

9.7.9 Interface Requirements

9.7.9.1 The following SS7 Network Interconnection interface options are available to connect BTI or BTI-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

9.7.9.1.1 A-link interface from BTI local or tandem switching systems; and

9.7.9.1.2 B-link interface from BTI STPs.

9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

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

9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.9.5 BellSouth shall set message screening parameters to accept messages from BTI local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the BTI switching system has a valid signaling relationship.

10 Operator Services (Operator Call Processing and Directory Assistance)

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

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

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

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

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

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

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements**,** providing BTI local end users the same IXC access as provided to BellSouth end users.

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

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

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by BTI.

10.2.15 Provide call records to BTI in accordance with ODUF standards specified in Attachment 7.

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

10.3 **Directory Assistance Service**

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

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by BTI's end user, BellSouth shall provide caller-

optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 Directory Assistance Service Updates

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

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

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

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to BTI end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows BTI to have its calls custom branded with BTI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three branding offering options to BTI when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

10.4.3 Upon receipt of the custom branding order from BTI, the order is considered firm after ten business days. Should BTI decide to cancel the order, written notification to BTI's BellSouth Account Executive is required. If BTI decides to cancel after ten business days from receipt of the custom branding order, BTI shall pay all charges per the order.

10.4.4 Selective Call Routing Using Line Class Codes (SCR-LCC)

10.4.4.1 Where BTI purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route BTI's end user calls to that provider through Selective Call Routing.

10.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for BTI to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only

available if line class code capacity is available in the requested BellSouth end office switches.

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

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

10.4.4.5 BellSouth Branding is the default branding offering.

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

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

10.4.4.8 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

10.4.4.9 UNE Provider Branding via Originating Line Number Screening (OLNS)

10.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, BTI shall not be required to purchase dedicated trunking.

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

10.4.5.3 BellSouth Branding is the default branding offering.

10.4.5.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill BTI applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, BTI shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where BTI is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.6 **Facilities Based Carrier Branding**

10.4.6.1 All Service Levels require BTI to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in the applicable BellSouth access tariffs.

10.4.6.2 Unbranding is the default branding offering.

10.4.6.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

10.4.6.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which BTI requires service.

10.4.6.5 Directory Assistance customized branding uses:

10.4.6.5.1 the recording of BTI;

10.4.6.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.6.6 Operator Call Processing customized branding uses:

10.4.6.6.1 the recording of BTI;

10.4.6.6.2 the loading on the DRAM in the TOPS Switch (North Carolina);

10.4.6.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to BTI end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). BTI agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, BTI agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide BTI with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from BTI to prepare the Base File.

10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since BTI's previous update. Delivery of updates will commence immediately after BTI receives the Base File. Updates will be provided via magnetic tape unless BellSouth and BTI mutually develop CONNECT: Direct ™ electronic connectivity. BTI will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 BTI authorizes the inclusion of BTI Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide BTI's directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide BTI with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to BTI by BellSouth upon subscription to the service. Subscription to DADAS requires that BTI utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11 Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide BTI access to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to BTI after BTI provides end user information for input into the ALI/DMS database.

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless BTI requests otherwise and shall be updated if BTI requests, provided BTI supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.3 Interface Requirements

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for BTI end users shall meet industry standards.

12 Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides BTI the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 BTI shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to BTI's access to BellSouth's CNAM Database Services and shall be addressed to BTI's Account Manager.

12.3 BellSouth's provision of CNAM Database Services to BTI requires interconnection from BTI to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, BTI shall provide its own CNAM SSP. BTI's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

12.5 If BTI elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that BTI desires to query.

12.6 If BTI queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

12.7 The mechanism to be used by BTI for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by BTI in the BellSouth specified format and shall contain records for

every working telephone number that can originate phone calls. It is the responsibility of BTI to provide accurate information to BellSouth on a current basis.

12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

12.9 BTI CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide BTI the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to BTI. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect BTI service logic and data from unauthorized access.

13.4 When BTI selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable BTI to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 BTI access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow BTI to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to BTI a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing

purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. BTI will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. BTI will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, BTI will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. BTI shall install a minimum of two dedicated trunks originating from the BTI serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. BTI will be required to provide BellSouth daily updates to the E911 database. BTI will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, BTI will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. BTI shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on BTI beyond applicable charges for BellSouth trunking arrangements.

14.5 Basic 911 and E911 functions provided to BTI shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which BTI may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange

TAG Telecommunications Access Gateway

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

15.3 Denial/Restoral OSS Charge

15.3.1 In the event BTI provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

15.4 Cancellation OSS Charge

15.4.1 BTI will incur an OSS charge for an accepted LSR that is later canceled.

15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

15.4.3 Network Elements and Other Services Manual Additive

15.4.4 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that BTI creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number that identifies a telephone line administered by BTI.

C. Special billing number - a ten-digit number that identifies a billing account established by BTI.

D. Calling Card number - a billing number plus PIN number.

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

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

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

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

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by BTI.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of BTI and pursuant to which BellSouth, its LIDB customers and BTI shall have access to such information. In addition, this Agreement sets forth the terms and conditions for BTI's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BTI understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of BTI, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to BTI's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify BTI of fraud alerts so that BTI may take action it deems appropriate.

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection ("B&C") agreements with various interexchange carriers and billing clearing houses and as such these B&C customers query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate BTI's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify BTI's End User originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. BTI is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their End Users.

(2) BellSouth shall have no obligation to become involved in any disputes between BTI and B&C Customers. It shall be the responsibility of BTI and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

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

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

V. Fees for Service and Taxes

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

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

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONAL SUPPORT SYSTEMS																	
		NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
		Manual Service Order Charge, per LSR, Disconnect Only (AL)				SOMAN				1.97							
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 EXCEPT UNE-P	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30		15.66				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30		15.66				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30		15.66				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83				15.66				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16					15.66				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85					15.66				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				15.66				
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15		15.66				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15		15.66				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15		15.66				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83				15.66				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15									
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44					15.66				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16					15.66				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85					15.66				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				15.66				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30		15.66				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44		15.66				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44		15.66				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44		15.66				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36				15.66				
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		10.45	1.03				15.66				
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36				15.66				
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54		15.66				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.09									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16				15.66				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.88	117.24	79.77	52.88	10.54		15.66				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	32.85	117.24	79.77	52.88	10.54		15.66				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	48.55	117.24	79.77	52.88	10.54		15.66				
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.63	44.16				15.66				
	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	11.01	110.00	68.00	47.24	7.44		15.66				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44		15.66				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44		15.66				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44		15.66				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44		15.66				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44		15.66				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.09									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40				15.66				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44		15.66				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44		15.66				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44		15.66				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				15.66				
		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	13.95	148.36	68.00	51.70	9.73		15.66				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73		15.66				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73		15.66				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73		15.66				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				15.66				
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.05				15.66				
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.09									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75				15.66				
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44		15.66				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	31.42	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.01	112.46	65.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	80.00	112.46	65.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	31.42	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	55.01	91.46	54.30	47.24	7.44		15.66				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	80.00	91.46	54.30	47.24	7.44		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48				15.66				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73		15.66				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	49.35	135.21	88.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	92.45	135.21	88.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	127.39	135.21	88.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	49.35	114.21	67.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	92.45	114.21	67.05	51.70	9.73		15.66				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	127.39	114.21	67.05	51.70	9.73		15.66				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
		CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		97.23	42.48				15.66				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				15.66				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		170.51	170.51				15.66				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		0.00	0.00				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		170.51	170.51				15.66				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ,ULS,UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41				15.66				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		244.42					15.66				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.64					15.66				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.45					15.66				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.15					15.66				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70		15.66				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70		15.66				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07		15.66				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07		15.66				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.16	59.25	24.41	49.71	9.07		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70		15.66				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70		15.66				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07		15.66				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07		15.66				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07		15.66				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10				15.66				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10				15.66				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		278.20	6.11				15.66				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01					15.66				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11				15.66				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87				15.66				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87				15.66				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		244.42					15.66				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.64	22.64				15.66				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		519.95	11.32				15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.09									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.03	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	12.00	93.00	56.48	54.51	13.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	20.39	93.00	56.48	54.51	13.67		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	19.21	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	23.47	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	39.63	107.56	70.09	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	19.21	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	23.47	107.56	70.09	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	39.63	107.56	70.09	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.09									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.87	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.69	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	32.51	106.16	68.69	55.64	13.29		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.09									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.87	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.69	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	32.51	106.16	68.69	55.64	13.29		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.09	101.85	64.38	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	124.69	101.85	64.38	62.05	17.40		15.66				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	294.62	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.09									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.75	83.78	46.32	53.02	10.67		15.66				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.93	83.78	46.32	53.02	10.67		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	3.96	83.78	46.32	53.02	10.67		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	12.71	100.99	63.53	57.90	13.26		15.66				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	9.69	100.99	63.53	57.90	13.26		15.66				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	14.37	100.99	63.53	57.90	13.26		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	23.75	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	23.75	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.09									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	19.20	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	21.64	101.85	64.38	62.05	17.40		15.66				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	23.75	101.85	64.38	62.05	17.40		15.66				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.09									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	13.55										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	332.40	3,400.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	13.55										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	357.36	3,400.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	10.28										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	54.89										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	538.69	3,400.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	12.66										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	620.18										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,729.00	3,400.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	41.51										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	310.30										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,495.00	3,586.58	407.00	160.47	90.97		15.66				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	350.09	804.67	407.00	160.47	90.97		15.66				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	364.17	325.41	325.41				15.66				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	43.70	135.59	135.59				15.66				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	395.12	325.41	325.41								
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	73.64	135.59	135.59				15.66				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.16	63.29	46.07	16.79	4.70		15.66				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	6.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	6.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.65	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	9.81	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	5.85	10.54	10.48	5.39	5.36		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	28.60	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	8.67	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	8.67	10.54	10.48	5.39	5.36		15.66				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	8.67	10.54	10.48	5.39	5.36		15.66				
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			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3 and above Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	8.38										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98	451.52	263.94	119.49	83.58		15.66				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	8.38										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58		15.66				
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.59	0.59								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	155.97	188.79	0.00	177.98	0.00		15.66				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	38.99	188.79	0.00	177.98	0.00		15.66				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	377.58	0.00	355.96	0.00		15.66				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		86.47	0.00	49.84	0.00		15.66				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDC	0.61	18.51	10.60	10.01	4.92		15.66				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		16.39	8.19				15.66				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		16.39	8.19				15.66				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.02	9.83		15.66				
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83		15.66				
	REMOTE SITE HIGH FREQUENCY SPECTRUM															
	SPLITTERS-REMOTE SITE															
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	40.01	114.83	0.00	85.03	0.00		15.66				
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		95.66	0.00	68.25	0.00		15.66				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING															
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.01	21.19	20.02	9.83		15.66				
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.01	21.19	20.02	9.83		15.66				
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.16	17.83				15.66				
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.16	17.83				15.66				
UNBUNDLED DEDICATED TRANSPORT																
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, above DS3=four months															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.18										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.09										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, above DS3=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	13.97	193.10	33.17	36.64	3.20		15.66				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	13.97	193.10	33.17	36.64	3.20		15.66				
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX	ULDV4	14.93	193.53	33.60	27.11	3.67		15.66				
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	35.76	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	49.98	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	107.63	177.47	153.72	22.19	15.26		15.66				
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	6.92										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	416.54	451.52	263.94	119.49	83.58		15.66				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	408.49	451.52	263.94	119.49	83.58		15.66				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	60.32										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		639.09	137.87	317.06	197.66		15.66				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	22.34										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		639.09	137.87	317.06	197.66		15.66				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	60.32										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		639.09	137.87	317.06	197.66		15.66				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.00056										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.58	0.44				15.66				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.94	0.81	4.57	0.54		15.66				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.94	0.81	4.57	0.54		15.66				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.58	1.29				15.66				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.02	1.73				15.66				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.02	0.44				15.66				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.58					15.66				
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery			OHD		0.000565										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.000565										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.00002										
		LIDB Validation Per Query			OQU		0.012002										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.32		42.08			15.66				
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility					15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000142										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000569										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44		15.66				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000142										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57		15.66				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					13.97	193.10	33.17	36.64	3.20		15.66				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.008838										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					21.13	40.54	27.41	16.74	6.90		15.66				
		Local Channel - Dedicated - DS1 - Zone 1					35.76	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 2					49.98	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1 - Zone 3					107.63	177.47	153.72	22.19	15.26		15.66				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.18										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					60.16	89.27	81.81	16.35	14.44		15.66				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			22.95		21.11							

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CNAM For Non DB Owners - Service Establishment			OQV			22.95		21.11							
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			990.88	732.84	268.93	197.74						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			342.33	245.14	275.25	197.74						
		CNAM for DB Owners, Per Query			OQV		0.000902										
		CNAM for Non DB Owners, Per Query			OQV		0.000902										
LNP Query Service																	
		LNP Charge Per query					0.000757										
		LNP Service Establishment Manual						12.52		11.51			15.66				
		LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74		15.66				
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Minute					1.15										
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																	
	Facility based CLEC																
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.66				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00				15.66				
	UNEP CLEC																
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00				15.66				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				15.66				
	Unbranding via OLNS for UNEP CLEC																
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.66				
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE																
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					0.04										
		Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																	
	Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00				15.66				
		Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				15.66				
	UNEP CLEC																
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00				15.66				
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				15.66				
	Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00				15.66				
		Loading of DA per Switch per OCN						16.00	16.00				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.70	84.70	14.11	14.11		15.66				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44		15.66				
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44		15.66				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,098.91		8,590.70			15.66				
		End Office Establishment			SRC	SRCEO		169.88	169.88	1.70	1.70		15.66				
		Query NRC, per query			SRC		0.002749										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.44	39.44	40.69	40.69		15.66				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.83	7.83	9.09	9.09		15.66				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.83	7.83	9.09	9.09		15.66				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.00	35.00	27.06	27.06		15.66				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.88	41.88	11.71	11.71		15.66				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.002188										
		AIN SMS Access Service - Session, Per Minute					0.59										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.73										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.44	39.44	40.69	40.69		15.66				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,202.17	4,202.17				15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.83	7.83	9.09	9.09		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.47	34.47	14.36	14.36		15.66				
		AIN Toolkit Service - Query Charge, Per Query					0.05										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.00582										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.05										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	10.17	7.83	7.83	5.50	5.50		15.66				
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.87	8.66	8.66				15.66				
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	7.39	7.83	7.83	5.50	5.50		15.66				
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.10	8.66	8.66				15.66				
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for EELs provisioned as ' Currently Combined' Network Elements.																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.18										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
	DS1 Channelization System Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44		15.66				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18						15.66				
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50		15.66				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.53	6.58	4.72				15.66				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72				15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	166.10	178.14	93.97	33.26	31.83		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72				15.66				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		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	14.38	88.00	55.00	47.24	7.44		15.66				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44		15.66				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44		15.66				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98		15.66				
		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	25.34	131.97	94.51	59.14	14.50		15.66				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50		15.66				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98		15.66				
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	8.38										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	308.98	451.52	263.94	119.49	83.58		15.66				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	8.38										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54		15.66				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44		15.66				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.41	6.58	4.72				15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54		15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54		15.66				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54		15.66				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.41	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46		15.66				
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71		15.66				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71		15.66				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50		15.66				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50		15.66				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50		15.66				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50		15.66				
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50		15.66				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as 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		5.59	5.59	6.98	6.98		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.59	5.59	6.98	6.98		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.59	5.59	6.98	6.98		15.66				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.59	5.59	6.98	6.98		15.66				
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade			UNCVX	ULDV2	13.97	193.10	33.17	36.64	3.20		15.66				
		Local Channel - Dedicated - 4-Wire Voice Grade			UNCVX	ULDV4	14.93	193.53	33.60	37.11	3.67		15.66				
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	35.76	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	49.98	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	107.63	177.47	153.72	22.19	15.26		15.66				
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	6.92										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	416.54	451.52	263.94	119.49	83.58		15.66				
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	6.92										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	408.49	451.52	263.94	119.49	83.58		15.66				
	Optional Features & Functions:																
	MULTIPLEXERS																
	NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces																
	NOTE: minimum billing period is three months for DS3 to DS1 and above Channel System and interfaces																
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	101.06	91.04	62.57	10.54	9.79		15.66				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.12	6.58	4.72				15.66				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.41	6.58	4.72				15.66				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.53	6.58	4.72				15.66				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	166.13	178.14	93.97	33.26	31.83		15.66				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	12.70	6.58	4.72				15.66				
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	12.70	6.58	4.72				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	12.70	6.58	4.72				15.66				
Sub-Loop Feeder																
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	UNC1X	USBFG											
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	55.09	101.85	64.38	62.05	17.40						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	124.69	101.85	64.38	62.05	17.40						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	294.62	101.85	64.38	62.05	17.40						
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	UNC1X	USBFG											
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG Alabama Residence Dialing Plan without Caller Id			UEPSR	UEPWA	1.38	2.38	2.27	1.42	1.33		15.66				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.38	2.38	2.27	1.42	1.33		15.66				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	1.98	0.00	0.00				15.66				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	1.38	2.38	2.27	1.42	1.33		15.66				
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.38	2.38	2.27	1.42	1.33		15.66				
	Exchange Ports - 2-Wire Voice Alabama Business Dialing Plan without Caller ID			UEPSB	UEPWB	1.38	2.38	2.27	1.42	1.33		15.66				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.38	2.38	2.27	1.42	1.33		15.66				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSB	UEPVF	1.98	0.00	0.00				15.66				
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.38	31.27	14.85	13.94	0.90		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.38	31.27	14.85	13.94	0.90		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.38	31.27	14.85	13.94	0.90		15.66				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.66				
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	1.98	0.00	0.00				15.66				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.38	2.38	2.27	1.42	1.33		15.66				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched 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			UEPEX	UEPP2	8.05	119.31	18.74	59.90	3.76		15.66				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	60.09	202.02	95.69	72.59	2.46		15.66				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	9.79	72.77	52.99	47.79	10.74		15.66				
	All Features Offered			UEPTX UEPSX	UEPVF	1.98	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	84.32	203.81	101.56	79.18	20.06		15.66				
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.38	2.38	2.27	1.42	1.33		15.66				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10				15.66				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10				15.66				
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.38	2.38	2.27	1.42	1.33		15.66				
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.38	2.38	2.27	1.42	1.33		15.66				
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10				15.66				
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10				15.66				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007025										
	End Office Trunk Port - Shared, Per MOU					0.0001638										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.000095										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Tandem Trunk Port - Shared, Per MOU					0.0002015										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000023										
	Common Transport - Facilities Termination Per MOU					0.0003224										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPRX	UEPWA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	40.19	19.83	24.91	6.63		15.66				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	1.98	0.00	0.00				15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				15.66				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				15.66				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	33.65										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPBX	UEPAW	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	1.15	40.19	19.83	24.91	6.63		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPBX	UEPWB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	40.19	19.83	24.91	6.63		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPBX	UEPVF	1.98	0.00	0.00				15.66				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				15.66				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.66				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	33.65										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	69.08	32.41	37.43	6.20		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.66				
FEATURES																
	All Features Offered			UEPRG	UEPVF	1.98	0.00	0.00				15.66				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.91	1.90				15.66				
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.66				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32				15.66				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	33.65										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	69.08	32.41	37.43	6.20		15.66				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	69.08	32.41	37.43	6.20		15.66				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	69.08	32.41	37.43	6.20		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	69.08	32.41	37.43	6.20		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	69.08	32.41	37.43	6.20		15.66				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	69.08	32.41	37.43	6.20		15.66				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	69.08	32.41	37.43	6.20		15.66				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	69.08	32.41	37.43	6.20		15.66				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	69.08	32.41	37.43	6.20		15.66				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.66				
	FEATURES																
		All Features Offered			UEPPX	UEPVF	1.98	0.00	0.00				15.66				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.91	1.90				15.66				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.66				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.70										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.19										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			34.80										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	11.55										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.04										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33.65										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	40.19	19.83	24.91	6.63		15.66				
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	0.00	0.00	0.00	0.00		15.66				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.66				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	36.14										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPFR	UEPAR	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPFR	UEPWA	1.38	90.38	57.27	48.66	8.77		15.66				
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.008838										
FEATURES																
	All Features Offered			UEPFR	UEPVF	1.98	0.00	0.00				15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		8.48	1.87				15.66				
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	36.14										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPFB	UEPAW	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.38	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPFB	UEPWB	1.38	90.38	57.27	48.66	8.77		15.66				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.008838										
FEATURES																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Features Offered			UEPFB	UEPVF	1.98	0.00	0.00				15.66				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		8.48	1.87				15.66				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	36.14										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.38	119.27	69.85	61.18	8.34		15.66				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.38	119.27	69.85	61.18	8.34		15.66				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPFP	UEPA2	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.38	119.27	69.85	61.18	8.34		15.66				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.38	119.27	69.85	61.18	8.34		15.66				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.66				
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.008838										
	FEATURES															
	All Features Offered			UEPFP	UEPVF	1.98	0.00	0.00				15.66				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		8.48	1.87				15.66				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		8.48	1.87				15.66				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			22.40										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.88										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			44.17										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	14.38										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	22.85										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	36.14										
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.02	207.31	73.74	107.14	11.20		15.66				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.31	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.31	1.87								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.78	26.78								
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		27.28										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		37.86										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		53.84										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	19.03										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	29.62										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	45.60										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	8.24	190.01	132.76	100.67	21.28		15.66				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.51	27.02				15.66				
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	1.98	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	21.14	40.54	27.41	16.74	6.90						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.008838	0.00	0.00				0.00				
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		166.87										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		238.50						15.66				
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		398.85										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	82.55										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	154.18										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	314.52										
UNE Port Rate																
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	84.32	456.28	259.10	123.88	31.77		15.66				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.07	78.56				15.66				
ADDITIONAL NRCs																
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.49									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.51									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		23.02									
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
INTERFACE (Provsioning Only)																
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.53									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.53									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.53									
CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	60.34	89.27	81.81	16.35	14.44		15.66				
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.18										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		142.64										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.26										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		374.61										
UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	82.55										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	154.18										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	314.52										
UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	60.09	454.49	253.23	117.29	14.17		15.66				
NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.49	67.02				15.66				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.49	67.02				15.66				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.49	67.02				15.66				
ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.48	14.48				15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.48	14.48				15.66				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.48	14.48				15.66				
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	600.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establisment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	60.16	89.27	81.81	16.35	14.44		15.66				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.18	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Termininating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	82.55	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	154.18	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	314.52	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	101.40	0.00	0.00								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	202.80	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	405.60	0.00	0.00								
	144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	608.40	0.00	0.00								
	192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	811.20	0.00	0.00								
	240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,014.00	0.00	0.00								
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,216.80	0.00	0.00								
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,622.40	0.00	0.00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,028.00	0.00	0.00								
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,433.60	0.00	0.00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,839.20	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.48	8.36				15.66				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65		15.66				
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00		15.66				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00		15.66				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00		15.66				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.05	0.00	0.00	0.00	0.00		15.66				
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service)			UEPPX	UEPCY	1.15						15.66				
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service)			UEPPX	UEPCT	1.15						15.66				
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	1.15	0.00	0.00				15.66				
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	1.15	0.00	0.00				15.66				
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	54.55					15.66				
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	77.03					15.66				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	1.98	0.00	0.00								
	2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPBX	UEPWB	14.00	90.00	90.00				15.66				
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.70										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		21.19										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		34.80										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		15.53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		24.00										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		37.29										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.14										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	1.98										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.05	119.31	18.74	59.90	3.76		15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block			UEP91	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21					15.66				
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.02					15.66				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73					15.66				
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37.29										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.14										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	1.98										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP95	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.46					15.66				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	21.13	40.54	27.41	16.74	6.90		15.66				
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10				15.66				
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.75	16.58				15.66				
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21					15.66				
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21					15.66				
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73					15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		34.80										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37.29										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	11.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.04										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	33.65										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.38										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	22.85										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.14										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.15	90.38	57.27	48.66	8.77		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	1.98										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	1.98										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.46					15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10				15.66				
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73					15.66				
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		15.53										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		24.00										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37.29										
UNE Loop Rate																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	11.55						15.66				
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.14										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	1.98										
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00								
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00								
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.46					15.66				
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	21.13	40.54	27.41	16.74	6.90		15.66				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.56										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10				15.66				
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.75	16.58				15.66				
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21					15.66				
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21					15.66				
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73					15.66				
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		12.70										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		21.19										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		34.80										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		15.53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		24.00										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		37.29										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	36.14										
	UNE Port Rate																
	AL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	90.38	57.27	48.66	8.77		15.66				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	40.19	19.83	24.91	6.63		15.66				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.15	90.38	57.27	48.66	8.77		15.66				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.15	90.38	57.27	48.66	8.77		15.66				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	40.19	19.83	24.91	6.63		15.66				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	40.19	19.83	24.91	6.63		15.66				
Local Switching																
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.5488										
Local Number Portability																
	Local Number Portability (1 per port)			UEP93	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP93	UEPVF	1.98										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	1.98										
NARS																
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00								
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP93	CEND6	8.05	119.31	18.74	59.90	3.76		15.66				
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP93	M1HD1	60.09	202.02	95.69	72.59	2.46		15.66				
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.46					15.66				
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP93	MIGBC	21.13	40.54	27.41	16.74	6.90		15.66				
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.008838										
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10				15.66				
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.75	16.58				15.66				
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21					15.66				
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	667.21					15.66				
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.73					15.66				
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requres Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Manual Service Order Charge, per LSR, Disconnect Only (FL)				SOMAN				1.83							
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
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 EXCEPT UNE-P	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57		11.90				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57		11.90				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83				11.90				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65					11.90				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				11.90				
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00									
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	7.69	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	10.92	44.98	20.90	19.65	5.09		11.90				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	19.38	44.98	20.90	19.65	5.09		11.90				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83				11.90				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00									
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49					11.90				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65					11.90				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95					11.90				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				11.90				
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57		11.90				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01		11.90				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		10.45	1.03				11.90				
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56		11.90				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56		11.90				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.71	36.35				11.90				
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71		11.90				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71		11.90				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71		11.90				
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15				11.90				
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	19.28	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.40	147.69	94.41	62.23	10.71		11.90				
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	48.62	147.69	94.41	62.23	10.71		11.90				
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.61	44.15				11.90				
	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	8.30	149.53	103.85	75.05	15.63		11.90				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63		11.90				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12		11.90				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12		11.90				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39				11.90				
	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	7.22	159.09	113.41	75.05	15.63		11.90				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12		11.90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12		11.90				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
		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	10.86	193.31	138.98	77.15	12.61		11.90				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61		11.90				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22		11.90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22		11.90				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90				
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53		11.90				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53		11.90				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04				11.90				
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56		11.90				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56		11.90				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74				11.90				
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63		11.90				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	17.42	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	24.76	148.50	102.82	75.05	15.63		11.90				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	43.94	148.50	102.82	75.05	15.63		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	17.42	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	24.76	123.81	70.09	60.64	9.12		11.90				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	43.94	123.81	70.09	60.64	9.12		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47				11.90				
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73		11.90				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22		11.90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22		11.90				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	31.10	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	44.20	177.87	132.76	77.15	17.73		11.90				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	78.42	177.87	132.76	77.15	17.73		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	31.10	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	44.20	153.18	100.03	62.74	11.22		11.90				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	78.42	153.18	100.03	62.74	11.22		11.90				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47				11.90				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				11.90				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52				11.90				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23					11.90				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25					11.90				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25					11.90				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65					11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26		11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26		11.90				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60		11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60		11.90				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00									
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26		11.90				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00									
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60		11.90				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60		11.90				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00									
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11					11.90				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11					11.90				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		15.58					11.90				
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02					11.90				
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07				11.90				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90				
SUB-LOOPS																	
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23					11.90				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25				11.90				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	6.41	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.10	92.75	51.24	58.45	13.07		11.90				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.15	92.75	51.24	58.45	13.07		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	12.47	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	17.73	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	31.45	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	12.47	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	17.73	106.92	64.46	63.54	14.83		11.90				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	31.45	106.92	64.46	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		23.02									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.83	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.07	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	37.39	109.71	66.68	60.21	12.49		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	14.83	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.07	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	37.39	109.71	66.68	60.21	12.49		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	42.59	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	60.53	133.77	78.02	85.16	21.21		11.90				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	107.39	133.77	78.02	85.16	21.21		11.90				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		23.02									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	3.76	85.27	42.24	58.54	10.82		11.90				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.35	85.27	42.24	58.54	10.82		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	9.49	85.27	42.24	58.54	10.82		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	7.32	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.40	99.66	57.20	60.98	12.28		11.90				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	18.46	99.66	57.20	60.98	12.28		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	36.53	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	36.53	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		23.02									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	14.48	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	20.59	100.62	58.16	63.54	14.83		11.90				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	36.53	100.62	58.16	63.54	14.83		11.90				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		23.02									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	15.69										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	347.59	3,402.59	407.15	166.83	94.58		11.90				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	15.69										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	402.09	3,402.59	407.15	166.83	94.58		11.90				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	11.90										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	62.98										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	547.22	3,402.59	407.15	166.83	94.58		11.90				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	14.65										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	502.47										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,577.00	3,402.59	407.15	166.83	94.58		11.90				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	48.06										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	251.80										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,589.00	3,588.59	407.15	168.35	95.43		11.90				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	331.15	804.98	407.15	168.35	95.43		11.90				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90				
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			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3 and above Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84		11.90			1.83	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6784	0.6784								
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90				
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00		11.90				
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation -(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61		11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44				11.90				
		Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44				11.90				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LINE SPLITTING															
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61		11.90				
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61		11.90				
	REMOTE SITE HIGH FREQUENCY SPECTRUM															
	SPLITTERS-REMOTE SITE															
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	46.07	114.81	0.00	86.20	0.00		11.90				
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and deactivation	I		ULS	ULSTG		95.64	0.00	69.19	0.00		11.90				
	END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING															
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61		11.90				
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61		11.90				
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.15	17.83				11.90				
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.15	17.83				11.90				
UNBUNDLED DEDICATED TRANSPORT																
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, above DS3=four months															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03		11.90				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05		11.90				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56		11.90				
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, above DS3=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.66	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	27.94	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	49.58	265.84	46.97	37.63	4.00		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	8.50										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88				11.90				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88				11.90				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88				11.90				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70		11.90				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70		11.90				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07				11.90				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				11.90				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				11.90				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15				11.90				
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000203										
		LIDB Validation Per Query			OQU		0.0136959										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.13	55.13	55.13	55.13		11.90				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31		11.90				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03		11.90				