

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC		RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
		2-WIRE ISDN DIGITAL GRADE LOOP													
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.13							
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.82	44.25						
		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	12.19	120.84	70.56	50.37	7.93				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13							
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13							
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48						
		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	9.58	129.52	79.24	50.37	7.93				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13							
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13							
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48						
		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	16.02	158.18	107.89	55.12	10.38				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13							
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13							
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48						
		4-WIRE DS1 DIGITAL LOOP													
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.13							

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.34	49.85								
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
LOOP MODIFICATION																	
					UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop															
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
					UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop															

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		241.42	241.42								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.69	22.69								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.58	55.58								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	34.23								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	34.23								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
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																

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		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																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.26									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77					
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.26									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77					
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34							
LINE SHARING AND LINE SPLITTING																
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	216.22	189.21	0.00	178.38	0.00					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	54.05	189.21	0.00	178.38	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	18.02	189.21	0.00	178.38	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		86.67	0.00	49.95	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	18.55	10.62	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	3.24	18.55	10.62	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	6.47	18.55	10.62	10.04	4.93					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	9.71	18.55	10.62	10.04	4.93					
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		16.42	8.21							
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		16.42	8.21							
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	3.24	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	6.47	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	9.71	47.44	19.31	20.67	12.74					
	LINE SPLITTING															
	END USER ORDERING-CENTRAL OFFICE BASED															
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85					
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85					
	MAINTENANCE															
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00							
		No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50							
		No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00							
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167									
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0167									
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167									
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0167									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91					
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91					
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	8.02									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59					
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59					
DARK FIBER																
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	36.41									
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	97.65									
		NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		640.51	138.17	317.76	198.11					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A						
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

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,324.34	101,324.34	8,609.85	8,609.85						
		End Office Establishment			SRC	SRCEO		175.66	175.66	1.70	1.70						
		Query NRC, per query			SRC		0.0035036										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.53	39.53	40.78	40.78						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.85	7.85	9.11	9.11						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.85	7.85	9.11	9.11						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.08	35.08	27.12	27.12						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.98	41.98	11.74	11.74						
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0027										
		AIN SMS Access Service - Session, Per Minute					0.7121										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8364										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.53	39.53	40.78	40.78						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,211.54	4,211.54	0.00	0.00						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.85	7.85	9.11	9.11						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.85	7.85	9.11	9.11						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.85	7.85	9.11	9.11						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.54	34.54	14.39	14.39						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.54	34.54	14.39	14.39						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.54	34.54	14.39	14.39						
		AIN Toolkit Service - Query Charge, Per Query					0.0558238										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0069214										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.87	7.85	7.85	5.52	5.52						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.51	8.68	8.68								
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.85	7.85	5.52	5.52						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	8.68	8.68								
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 UNE combinations 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 UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A				
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

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0134									
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61					
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61					
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0134									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.26									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77					
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	12.26									
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77					
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.42									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61					
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61					
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61					
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.27									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		1/0 Channel System in combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73					
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73					
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A			
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 - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						
		3/1 Channel System in combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0134										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0134										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A				
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
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A				
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC1X	UNCCC	5.61	5.61	7.00	7.00				
EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1				1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61					
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2				2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61					
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3				3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month					UNC1X	1L5XX	0.27									
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month					UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Per each Channel System 1/0 in combination Per Month					UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)					UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00					
		3/1 Channel System in combination per month					UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
		Per each DS1 COCI in combination per month					UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1				1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2				2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3				3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61					
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)					UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00					
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month					UNC1X	1L5XX	0.27									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month					UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Each Additional DS1 COCI in the same 3/1 channel system combination per month					UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge					UNC1X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1				1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2				2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3				3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month					UNC1X	1L5XX	0.27									
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month					UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Per each Channel System 1/0 in combination - per month					UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		Per each 2-wire ISDN COCI (BRITE) in combination - per month					UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00					
		3/1 Channel System in combination per month					UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
		Per each DS1 COCI in combination per month					UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1				1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2				2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3				3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61					
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month					UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A	
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
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX														
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73					
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73					
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73					
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27									
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
	Per each DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73					
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73					
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134									
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00					
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61					
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61					
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61					
	First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134									
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00					
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		5.61	5.61	7.00	7.00					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A			
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

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG South Carolina Residence Area Calling Plan without Caller ID capability			UEPSR	UEPRS	1.65	2.38	2.28	1.42	1.33						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.65	2.38	2.28	1.42	1.33						
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAZ	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)			UEPSB	UEPAB	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire Voice South Carolina Business Dialing Plan without Caller ID			UEPSB	UEPWM	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports - 2-Wire Voice South Carolina Business Area Calling Port without Caller ID			UEPSB	UEPBB	1.65	2.38	2.28	1.42	1.33						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.65	2.38	2.28	1.42	1.33						
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00								
		All Available Vertical Features				UEPVF	3.04	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90						
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	1.65	31.34	14.88	13.97	0.90						
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSP	UEPSE	3.04	0.00	0.00								
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					1.65	2.38	2.28	1.42	1.33						
	Local Switching Features offered with Port																
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC		RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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																
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E:4/1/2004)			UEPDD	UEPDD	73.62	202.47	95.90	72.75	2.47						
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	13.38	72.93	53.11	47.90	10.76						
	All Features Offered			UEPTX, UEPSX	UEPVF	3.04	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	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 PORT RATES (continued)																
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)			UEPEX	UEPEX	107.44	204.27	101.78	79.35	20.10						
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPDX	UEPDX	107.44	204.27	101.78	79.35	20.10						
	Physical Collocation - DS1 Cross-Connects			UEPEX	UEPDX	PE1P1	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE,cross-connect per DS1			UEPEX	UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
Detailed E911 with Locator Capability (required with UEPEX port)																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,808.00		156.43							
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.53									
New or Additional PRI Telephone Numbers																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.0698	0.49	0.49								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.0698	11.54	11.54								
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.49	0.49								
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	23.07	23.07								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPEX	UEPDX	LNPCN	1.75									
INTERFACE (Provisioning Only)																
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00								
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00								
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00								
New or Additional Channel																
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	14.56									
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	14.56									
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	14.56									
	New or Additional Usage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00										
	New or Additional Usage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00										
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	14.56									
CALL TYPES																
	Inward			UEPEX	UEPDX	PR7C1	0.00	0.00	0.00							
	Outward			UEPEX	PR7CO	0.00	0.00	0.00								
	Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.65	2.38	2.28	1.42	1.33						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A				
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 Remote Call Forwarding Service, Local Calling - Res						UEPVR	UERLC	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service, InterLATA - Res						UEPVR	UERTE	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service, IntraLATA - Res						UEPVR	UERTR	1.65	2.38	2.28	1.42	1.33				
	Non-Recurring																	
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is						UEPVR	USAC2		0.10	0.10						
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)						UEPVR	USACC		0.10	0.10						
	UNBUNDLED REMOTE CALL FORWARDING - Bus																	
		Unbundled Remote Call Forwarding Service, Area Calling - Bus						UEPVB	UERAC	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service, Local Calling - Bus						UEPVB	UERLC	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service, InterLATA - Bus						UEPVB	UERTE	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus						UEPVB	UERTR	1.65	2.38	2.28	1.42	1.33				
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling						UEPVB	UERVJ	1.65	2.38	2.28	1.42	1.33				
	Non-Recurring																	
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is						UEPVB	USAC2		0.10	0.10						
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)						UEPVB	USACC		0.10	0.10						
UNBUNDLED LOCAL SWITCHING, PORT USAGE																		
	End Office Switching (Port Usage)																	
		End Office Switching Function, Per MOU								0.0010519								
		End Office Trunk Port - Shared, Per MOU								0.0002136								
	Tandem Switching (Port Usage) (Local or Access Tandem)																	
		Tandem Switching Function Per MOU								0.0001634								
		Tandem Trunk Port - Shared, Per MOU								0.0002863								
		Tandem Switching Function Per MOU (Melded)								0.00004951								
		Tandem Trunk Port - Shared, Per MOU (Melded)								0.000086749								
		Melded Factor: 30.30% of the Tandem Rate																
	Common Transport																	
		Common Transport - Per Mile, Per MOU								0.0000045								
		Common Transport - Facilities Termination Per MOU								0.0004095								
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			14.89								
		2-Wire VG Loop/Port Combo - Zone 2					2			21.52								
		2-Wire VG Loop/Port Combo - Zone 3					3			27.17								
UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1					1	UEPRX	UEPLX	13.76								
		2-Wire Voice Grade Loop (SL1) - Zone 2					2	UEPRX	UEPLX	20.38								
		2-Wire Voice Grade Loop (SL1) - Zone 3					3	UEPRX	UEPLX	26.04								
2-Wire Voice Grade Line Port Rates (Res)																		
		2-Wire voice unbundled port - residence						UEPRX	UEPRL	1.13	40.30	19.90	24.98	6.65				
		2-Wire voice unbundled port with Caller ID - res						UEPRX	UEPRC	1.13	40.30	19.90	24.98	6.65				
		2-Wire voice unbundled port outgoing only - res						UEPRX	UEPRO	1.13	40.30	19.90	24.98	6.65				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res						UEPRX	UEPAU	1.13	40.30	19.90	24.98	6.65				
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)						UEPRX	UEPAJ	1.13	40.30	19.90	24.98	6.65				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72							
	2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPRX	UEPWL	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled South Carolina Area Calling Port without Caller ID Capability			UEPRX	UEPRS	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.13	40.30	19.90	24.98	6.65					
	FEATURES														
	All Features Offered			UEPRX	UEPVF	3.04	0.00	0.00							
	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							
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10							
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83							
	OFF/ON PREMISES EXTENSION CHANNELS														
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	14.94	37.92	17.62	23.56	5.32					
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	21.39	37.92	17.62	23.56	5.32					
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	26.72	37.92	17.62	23.56	5.32					
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	16.68	105.98	68.43	53.05	10.61					
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	23.13	105.98	68.43	53.05	10.61					
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	28.46	105.98	68.43	53.05	10.61					
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	24.30	40.63	27.47	16.77	6.91					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0167	0.00	0.00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89									
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52									
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04									
	2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	40.30	19.90	24.98	6.65					
	2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPBX	UEPWM	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled South Carolina Business Area Calling Port without Caller ID Capability			UEPBX	UEPBB	1.13	40.30	19.90	24.98	6.65					
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.13	40.30	19.90	24.98	6.65					
	LOCAL NUMBER PORTABILITY														

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35									
		FEATURES														
		All Features Offered			UEPBX	UEPVF	3.04	0.00	0.00							
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10							
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83							
		OFF/ON PREMISES EXTENSION CHANNELS														
		2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	14.94	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	21.39	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	26.72	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	16.68	105.98	68.43	53.05	10.61					
		2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	23.13	105.98	68.43	53.05	10.61					
		2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	28.46	105.98	68.43	53.05	10.61					
		INTEROFFICE TRANSPORT														
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0167	0.00	0.00							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89									
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52									
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	26.04									
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.13	69.26	32.50	37.53	6.22					
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
		FEATURES														
		All Features Offered			UEPRG	UEPVF	3.04	0.00	0.00							
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.93	1.91							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.93	1.91							
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00							
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83							
		OFF/ON PREMISES EXTENSION CHANNELS														
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	16.68	105.98	68.43	53.05	10.61					
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	23.13	105.98	68.43	53.05	10.61					
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	28.46	105.98	68.43	53.05	10.61					
		Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	17.74	131.88	62.06	90.70	13.42					
		Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	25.16	65.94	31.03	45.35	6.71					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A			
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
		Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.58	65.94	31.03	45.35	6.71						
		INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0167	0.00	0.00								
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	26.04										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.13	69.26	32.50	37.53	6.22						
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.13	69.26	32.50	37.53	6.22						
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.13	69.26	32.50	37.53	6.22						
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	1.13	69.26	32.50	37.53	6.22						
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPPX	UEPVF	3.04	0.00	0.00								
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.93	1.91								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.93	1.91								
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
		OFF/ON PREMISES EXTENSION CHANNELS															
		Local Channel Voice grade, per termination		1	UEPPX	P2JHX	16.68	105.98	68.43	53.05	10.61						
		Local Channel Voice grade, per termination		2	UEPPX	P2JHX	23.13	105.98	68.43	53.05	10.61						
		Local Channel Voice grade, per termination		3	UEPPX	P2JHX	28.46	105.98	68.43	53.05	10.61						
		Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	17.74	131.88	62.06	90.70	13.42						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	25.16	65.94	31.03	45.35	6.71						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.58	65.94	31.03	45.35	6.71						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A				
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	
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination					UEPPX	U1TV2	24.30	40.63	27.47	16.77	6.91				
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile					UEPPX	U1TVM	0.0167	0.00	0.00						
	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			14.89								
		2-Wire VG Coin Port/Loop Combo – Zone 2				2			21.52								
		2-Wire VG Coin Port/Loop Combo – Zone 3				3			27.17								
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1				1	UEPCO	UEPLX	13.76								
		2-Wire Voice Grade Loop (SL1) - Zone 2				2	UEPCO	UEPLX	20.38								
		2-Wire Voice Grade Loop (SL1) - Zone 3				3	UEPCO	UEPLX	26.04								
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)					UEPCO	UEPSD	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)					UEPCO	UEPSA	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)					UEPCO	UEPSH	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)					UEPCO	UEPSC	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)					UEPCO	UEPCC	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)					UEPCO	UEPCE	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)					UEPCO	UEPCF	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)					UEPCO	UEPSG	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)					UEPCO	UEPSF	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)					UEPCO	UEPSJ	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)					UEPCO	UEPCM	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)					UEPCO	UEPCP	1.13	40.30	19.90	24.98	6.65				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)					UEPCO	UEPCK	1.13	40.30	19.90	24.98	6.65				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)					UEPCO	UEPCR	1.13	40.30	19.90	24.98	6.65				
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)					UEPCO	URECU	4.05	0.00	0.00	0.00	0.00				
	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						
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					UEPCO	USACC		0.10	0.10						
	ADDITIONAL NRCS																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					UEPCO	USAS2		0.00	0.00						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise					UEPCO	URETL		8.33	0.83						
	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			18.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.45									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			29.78									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.68									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	23.13									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	28.46									
		2-Wire Voice Grade Line Port Rates (Res)														
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPFR	UEPAU	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPFR	UEPAJ	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.32	108.36	70.71	1.42	1.33					
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPFR	UEPWL	1.32	108.36	70.71	1.42	1.33					
		INTEROFFICE TRANSPORT														
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	19.44	40.63	27.47	16.77	6.91					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0134									
		FEATURES														
		All Features Offered			UEPFR	UEPVF	3.04	0.00	0.00							
		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		8.50	1.87							
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		8.50	1.87							
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.24	1.10							
		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			18.00									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.45									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			29.78									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.68									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	23.13									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.46									
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPFB	UEPAZ	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.32	108.36	70.71	1.42	1.33					
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPFB	UEPAB	1.32	108.36	70.71	1.42	1.33					
		2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPFB	UEPWM	1.32	108.36	70.71	1.42	1.33					
		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	19.44	40.63	27.47	16.77	6.91					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A						
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

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A		
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															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.75										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.20										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			35.52										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46										
	UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	7.06	225.55	87.21	113.08	14.38						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.32	1.87								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87								
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.84									
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.24	1.10								
	Telephone Number/Trunk Group Establishment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	30.86										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	38.60										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.23										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	21.90										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	29.64										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	35.27										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	8.96	190.51	133.14	100.95	21.37						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	0.00	38.59	27.08								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR		11.24	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR		8.33	0.83								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB	UEPPR	0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB	UEPPR	0.00	0.00	0.00								
	CSD			UEPPB	UEPPR	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A		
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
	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	3.04	0.00	0.00							
INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91					
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0167	0.00	0.00							
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		176.82									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		241.38									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		347.84									
UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	90.87									
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	155.43									
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	261.89									
UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	85.95	457.30	259.67	124.15	31.83					
NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0.00	119.34	78.73							
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	0.49							
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.54	11.54							
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		23.07	23.07							
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75									
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.56								
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.56								
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.56								
CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00							
	Outward			UEPPP	PR7CO	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	77.4815	89.47	81.99	16.39	14.48					
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415									
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		149.77									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.33									

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A		
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
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		320.78									
	UNE Loop Rates														
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87									
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43									
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89									
	UNE Port Rate														
	4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	58.90	455.50	253.79	117.55	14.20					
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4		129.78	67.17							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA		129.78	67.17							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E:4/1/2004)			UEPDC	USAWB		129.78	67.17							
	ADDITIONAL NRCs														
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		14.51	14.51							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.51	14.51							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		14.51	14.51							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.51	14.51							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.51	14.51							
	BIPOLAR 8 ZERO SUBSTITUTION														
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00i	605.00s							
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00i	605.00s							
	Alternate Mark Inversion														
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00							
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
	Telephone Number/Trunk Group Establishment Charges														
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00									
	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, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00							
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	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	77.14	89.47	81.99	16.39	14.48					
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	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	0.3415	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3415	0.00	0.00							
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00									
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
	Each System can have up to 24 combinations of rates depending on type and number of ports used														

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A					
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 UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																		
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																		
UNE DS1 Loop																		
	4-Wire DS1 Loop - UNE Zone 1					1	UEPMG	USLDC	90.87	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 2					2	UEPMG	USLDC	155.43	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 3					3	UEPMG	USLDC	261.89	0.00	0.00							
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																		
	24 DSO Channel Capacity - 1 per DS1						UEPMG	VUM24	82.78	0.00	0.00							
	48 DSO Channel Capacity - 1 per 2 DS1s						UEPMG	VUM48	165.56	0.00	0.00							
	96 DSO Channel Capacity -1per 4 DS1s						UEPMG	VUM96	331.12	0.00	0.00							
	144 DSO Channel Capacity - 1 per 6 DS1s						UEPMG	VUM14	496.68	0.00	0.00							
	192 DSO Channel Capacity -1 per 8 DS1s						UEPMG	VUM19	662.24	0.00	0.00							
	240 DSO Channel Capacity - 1 per 10 DS1s						UEPMG	VUM20	827.80	0.00	0.00							
	288 DSO Channel Capacity - 1 per 12 DS1s						UEPMG	VUM28	993.36	0.00	0.00							
	384 DSO Channel Capacity - 1 per 16 DS1s						UEPMG	VUM38	1,324.48	0.00	0.00							
	480 DSO Channel Capacity - 1 per 20 DS1s						UEPMG	VUM40	1,655.60	0.00	0.00							
	576 DSO Channel Capacity -1 per 24 DS1s						UEPMG	VUM57	1,986.72	0.00	0.00							
	672 DSO Channel Capacity - 1 per 28 DS1s						UEPMG	VUM67	2,317.84	0.00	0.00							
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																		
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																		
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																		
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes						UEPMG	USAC4	0.00	150.81	8.38							
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 (E:4/1/2004)						UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69					
Bipolar 8 Zero Substitution																		
	Clear Channel Capability Format, superframe - Subsequent Activity Only						UEPMG	CCOSF	0.00	0.00i	605.00s							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only						UEPMG	CCOEF	0.00	0.00i	605.00s							
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 (E:4/1/2004)						UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00					
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)						UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00					
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)						UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00					
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)						UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00					
Feature Activations - Unbundled Loop Concentration																		
	Feature (Service) Activation for each Line Port Terminated in D4 Bank						UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17					
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank						UEPPX	1PQWU	0.56	78.31	18.46	59.37	11.60					
Telephone Number/ Group Establishment Charges for DID Service																		
	DID Trunk Termination (1 per Port)						UEPPX	NDT	0.00	0.00	0.00							
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)						UEPPX	NDZ	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States						UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number						UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers						UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers						UEPPX	NDV	0.00	0.00	0.00							
Local Number Portability																		
	Local Number Portability - 1 per port						UEPPX	LNPCP	3.15	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available						UEPPX	UEPVF	3.04	0.00	0.00					
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 - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design				1	UEP95		14.89							
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design				2	UEP95		21.52							
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design				3	UEP95		27.17							
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design				1	UEP95		17.81							
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design				2	UEP95		24.26							
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design				3	UEP95		29.59							
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1				1	UEP95	UECS1	13.76							
		2-Wire Voice Grade Loop (SL 1) - Zone 2				2	UEP95	UECS1	20.38							
		2-Wire Voice Grade Loop (SL 1) - Zone 3				3	UEP95	UECS1	26.04							
		2-Wire Voice Grade Loop (SL 2) - Zone 1				1	UEP95	UECS2	16.68							
		2-Wire Voice Grade Loop (SL 2) - Zone 2				2	UEP95	UECS2	23.13							
		2-Wire Voice Grade Loop (SL 2) - Zone 3				3	UEP95	UECS2	28.46							
	UNE Port Rate															
	All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area					UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex 800 termination)					UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area					UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area					UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94			
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area					UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area					UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area					UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65			
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)					UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex 800 termination)					UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex with Caller ID)1					UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3					UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3					UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent					UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65			
		2-Wire Voice Grade Port Terminated on 800 Service Term					UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65			
	Local Switching															

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Centrex Intercom Functionality, per port			UEP95	URECS	0.7996									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP95	UEPVF	3.04									
		All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42								
		All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04									
		NARS														
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00	0.00	0.00					
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77					
		4-Wire Digital (1.544 Megabits)														
		DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47					
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51								
		Interoffice Channel Mileage - 2-Wire														
		Interoffice Channel Facilities Termination			UEP95	M1GBC	24.30	40.63	27.47	16.77	6.91					
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0167									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56									
		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 Tjje 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		37.93	16.72							
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70								
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70								
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89								
		Additional Non-Recurring Charges (NRC)														
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.24	1.10							
		UNE-P CENTREX - DMS100 (Valid in All States)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.89									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.52									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		27.17									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		17.81									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.26									

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A					
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

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65					
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65					
	Local Switching															
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7996									
	Local Number Portability															
		Local Number Portability (1 per port)			UEP9D	LNPC	0.35									
	Features															
		All Standard Features Offered, per port			UEP9D	UEPVF	3.04									
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42								
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04									
	NARS															
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Inward			UEP9D	UARIX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: A			
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			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47						
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56										
	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 Tjje 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		37.93	16.72								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.24	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
	Note 4 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS			Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates (\$)					
									First	Add'l	First	Add'l	SOME C	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 (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C 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.																	
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOME C		3.50	0.00	3.50	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC9X, UNCSX, UNC9X, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1	UEANL	UEAL2		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2	UEANL	UEAL2		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3	UEANL	UEAL2		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1	UEANL	UEASL		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2	UEANL	UEASL		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3	UEANL	UEASL		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32 13.32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEANL	URETL		8.33	0.83					20.35	10.54	13.32 13.32
		Loop Testing - Basic 1st Half Hour				UEANL	URET1		78.92	78.92					20.35	10.54	13.32 13.32
		Loop Testing - Basic Additional Half Hour				UEANL	URETA		23.33	23.33					20.35	10.54	13.32 13.32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)				UEANL	UREWO		15.80	8.95					20.35	10.54	13.32 13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		28.80	28.80								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29								
	2-WIRE Unbundled COPPER LOOP											OSS Rates (\$)					
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83					20.35	10.54	13.32	13.32
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		28.80	28.80					20.35	10.54	13.32	13.32
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92					20.35	10.54	13.32	13.32
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33					20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
		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	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10					20.35	10.54	13.32	13.32
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates (\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																	
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32
SUB-LOOPS																	
	Sub-Loop Distribution																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		78.92	78.92								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		23.33	23.33								
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
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	USBFO	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84		
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84		
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76					19.99	19.99	19.99	19.99
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76					19.99	19.99	19.99	19.99
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	UMKMQ		0.76	0.76								
LINE SHARING AND LINE SPLITTING																	
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																	
NOTE 1: 10/02/2003 - 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																	
NOTE 1: 10/02/2004 - 10/01/2005: 50% of the rate for UCLND																	
NOTE 1: 10/02/2005 - 10/01/2006: 75% of the rate for UCLND																	
NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																	
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																	
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																	
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	2.94	40.00	31.39	0.00	0.00						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	5.87	40.00	31.39	0.00	0.00						
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	8.81	40.00	31.39	0.00	0.00						
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	2.94	47.44	19.31	0.00	0.00						
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	5.87	47.44	19.31	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	8.81	47.44	19.31	0.00	0.00	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	MAINTENANCE																
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
		No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
		No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09		
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84		
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84		
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	28.74										
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17			20.35	10.54	13.32	13.32
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	58.83										
		NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		1,121.00	153.19	580.26	357.17			20.35	10.54	13.32	13.32
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000354										
	LIDB Validation Per Query			OQU		0.0117403										
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX	49.03							20.35	20.35	13.28	13.28
SIGNALING (CCS7)																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO	121.77	121.77						20.35	20.35	13.32	13.32
CALLING NAME (CNAM) SERVICE																
	CNAM For DB Owners - Service Establishment			OQV		43.27										
	CNAM For Non DB Owners - Service Establishment			OQV		43.27										
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV		1,868.00	1,382.00									
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV		645.50	432.23									
	CNAM for DB Owners, Per Query			OQV		0.0010541										
	CNAM for Non DB Owners, Per Query			OQV		0.0010541										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH								20.35	20.35	13.28	13.28
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					179.60	179.60						20.35	20.35		
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.7905	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC	190,638.00							20.35			
	End Office Establishment			SRC	SRCEO	317.55	317.55	3.19	3.19				20.35	20.35	13.28	13.28
	Query NRC, per query			SRC		0.0206047										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE	135.56	135.56						20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP	41.75	41.75						20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P	41.75	41.75						20.35	20.35	13.28	13.28
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU	96.63	96.63						20.35	20.35	13.28	13.28
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC	113.67	113.67						20.35	20.35	13.28	13.28
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
	AIN SMS Access Service - Session, Per Minute					0.0820123										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A						
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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)						
															SOMEc	SOMAN	SOMAN	SOMAN	SOMAN		
							3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09			
								UNC1X	1L5XX	0.3562											
								UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09			
								UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
								UNCVX	1D1VG	0.91	5.70	4.42									
							1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09			
							2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09			
							3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09			
								UNCVX	1D1VG	0.91	5.70	4.42									
								UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09			
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																					
							1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09			
							2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09			
							3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09			
								UNC1X	1L5XX	0.3562											
								UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09			
								UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
								UNCDX	1D1DD	0.91	5.70	4.42									
							1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09			
							2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09			
							3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09			
								UNCDX	1D1DD	0.91	5.70	4.42									
								UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09			
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																					
							1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09			
							2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09			
							3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09			
								UNC1X	1L5XX	0.3562											
								UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09			
								UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
								UNCDX	1D1DD	0.91	5.70	4.42									
							1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09			
							2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09			
							3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A								
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																						
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88											
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88											
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562															
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	21.09						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																						
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88				20.35	21.09						
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88				20.35	21.09						
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88				20.35	21.09						
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34															
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43				36.84	36.84						
		3/1Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77											
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42													
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88				20.35	21.09						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88				20.35	21.09						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88				20.35	21.09						
		Additional DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09						
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																						
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86											
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86											
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86											
		Interoffice Transport - 2-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0174															
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00				20.35	21.09						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																						
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86											
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86											
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86											
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0174															
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00				20.35	21.09						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09						
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																						
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.19															
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24											
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34															

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CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.19										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24						
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
		1/0 Channel System in combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.24	5.70	4.42								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	3.24	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84		
		3/1 Channel System in combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09		
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09		
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09		
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			36.84	36.84		
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)						
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month							UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00		20.35	21.09	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCDX	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																	
		4-wire 64 kbps Local Loop in Combination - Zone 1					1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86					
		4-wire 64 kbps Local Loop in Combination - Zone 2					2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86					
		4-wire 64 kbps Local Loop in Combination - Zone 3					3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month							UNCDX	1L5XX	0.0174								
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month							UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00		20.35	21.09	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCDX	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 2-wire VG Loop (SL2) in Combination - Zone 1					1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	
		First 2-wire VG Loop (SL2) in Combination - Zone 2					2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	
		First 2-wire VG Loop (SL2) in Combination - Zone 3					3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile							UNC1X	1L5XX	0.3562								
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month							UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	
		Per each DS1 Channelization System Per Month							UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74				
		Per each Voice Grade COCI - Per Month per month							UNCVX	1D1VG	0.91	5.70	4.42						
		3/1 Channel System in combination per month							UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77		36.84	36.84	
		Per each DS1 COCI in combination per month							UNC1X	UC1D1	17.58	5.70	4.42						
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1					1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2					2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3					3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	
		Each Additional Voice Grade COCI in combination - per month							UNCVX	1D1VG	0.91	5.70	4.42						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month							UNC1X	1L5XX	0.3562								
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month							UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	
		Each Additional DS1 COCI combination per month							UNC1X	UC1D1	17.58	5.70	4.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC1X	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1					1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2					2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3					3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month							UNC1X	1L5XX	0.3562								
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month							UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	
		Per each 1/0 Channel System in combination Per Month							UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74				
		Per each Voice Grade COCI in combination - per month							UNCVX	1D1VG	0.91	5.70	4.42						
		3/1 Channel System in combination per month							UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77		36.84	36.84	
		Per each DS1 COCI in combination per month							UNC1X	UC1D1	17.58	5.70	4.42						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1					1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2					2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A						
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

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDEX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDEX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDEX	1D1DD	0.91	5.70	4.42								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3.24	5.70	4.42								
	3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09		
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.24	5.70	4.42								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
	3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			36.84	36.84		
	Per each DS1 COCI combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09		
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86						
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09		
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86						
	First 4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	10.54		
ADDITIONAL NETWORK ELEMENTS																
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	10.54		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			53.73	24.62		
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	i		U1TD1, ULDD1, UNC1X	CCOEF		0I	0I	0I	0I						
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1, UNC1X	CCOSF		0I	0I	0I	0I						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16S	23.85S	2.03S	0.79S			45.68	1.76		
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46S	7.68S	7.637S	OS			45.68	1.76		
MULTIPLEXERS																
	DS1 to DS0 Channel System per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80		
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.82	6.07	4.66					9.80			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	6.07	4.66								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.10	6.07	4.66								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.10	6.07	4.66								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.91	6.07	4.66								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	6.07	4.66								
	DS3 to DS1 Channel System per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80		
	STS-1 to DS1 Channel System per month			UNC5X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80		
	DS1 COCI used with Loop per month			USL	UC1D1	17.58	6.07	4.66								
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	17.58	6.07	4.66								
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	17.58	6.07	4.66								
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	17.58	6.07	4.66								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID			UEPSR	UEPWN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID			UEPSR	UEPRR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port			UEPSB	UEPB2	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN, Business Line Inward, Collierville & Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSP	UEPSE	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E-4/1/2004)			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	UIPMA	16.26	30.23	29.49	4.10	4.10			20.35	10.54	13.32	1.40
	All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	UIUMA	0.00	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 PORT RATES (continued)																
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E-4/1/2004)			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			20.35	10.54	13.32	1.40
	Exchange Ports - 4-Wire ISDN DS1 Port (E-4/1/2004)			UEPDX	UEPDX	75.04	148.66	147.18	38.46	36.98			20.35	10.54		
	Physical Collocation - DS1 Cross-Connects			UEPEX	UEPDX	1.51	53.27	40.16								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UEPEX	UEPDX	1.32	32.22	17.76	10.46	8.75						
Detailed E911 with Locator Capability (required with UEPEX port)																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,699.00		147.00				20.35	10.54		
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	164.94						20.35	10.54		
New or Additional PRI Telephone Numbers																
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.0755	0.94						20.35	10.54		
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.0755	22.36	22.36					20.35	10.54		
	Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.94						20.35	10.54		
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	44.71	44.70					20.35	10.54		
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPEX	UEPDX	1.75							20.35	10.54		
INTERFACE (Provsioning Only)																
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00					20.35	10.54		
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00					20.35	10.54		
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00					20.35	10.54		
New or Additional Channel																
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	28.39						20.35	10.54		
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	29.11						20.35	10.54		
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	29.39						20.35	10.54		
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	29.39						20.35	10.54		
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	29.39						20.35	10.54		

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates (\$)			
		New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	29.39						20.35	10.54		
		CALL TYPES															
		Inward			UEPEX UEPDX	PR7C1	0.00	0.00	0.00								
		Outward			UEPEX	PR7CO	0.00	0.00	0.00								
		Two-way			UEPEX	PR7CC	0.00	0.00	0.00								
		UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
		UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
		Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Non-Recurring															
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		1.03	0.29								
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Non-Recurring															
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		1.03	0.29								
		UNBUNDLED LOCAL SWITCHING, PORT USAGE															
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					0.0008041										
		Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU					0.0009778										
		Tandem Switching Function Per MOU (Melded)					0.000380364										
		Melded Factor: 38.90% of the Tandem Rate															
		Common Transport															
		Common Transport - Per Mile, Per MOU					0.0000064										
		Common Transport - Facilities Termination Per MOU					0.0003871										
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
		Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
		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			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		15.69				

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						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Area Plus Port without Caller ID Capability			UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91		15.69				
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.69				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
	2-Wire Voice Grade Line Port (Bus)										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91		15.69				
	Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91		15.69				
	Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91		15.69				
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00				15.69				
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.69				
	FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29				15.69				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29				15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/OFF PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Non-Wire Direct Serve Channel Voice Grade		SW	UEPRG	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		15.69				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		15.69				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		15.69				
		Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91		15.69				
		Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91		15.69				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.69				
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29				15.69				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29				15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPPX	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		2	UEPPX	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		3	UEPPX	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Non-Wire Direct Serve Channel Voice Grade		SW	UEPPX	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0174	0.00	0.00								
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A						
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

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												OSS Rates (\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.94	3.72				15.69			
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.94	3.72				15.69			
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.23	1.10					20.35	10.54	13.32
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				18.45								
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2				23.52								
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3				30.17								
UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2		16.56								
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2		21.63								
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2		28.28								
2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPFB	UEPAV	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	1.89	84.99	57.39	32.36	20.56		15.69			
		2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPFB	UEPWO	1.89	84.99	57.39	32.36	20.56		15.69			
		Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	1.89	84.99	57.39	32.36	20.56		15.69			
		Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	1.89	84.99	57.39	32.36	20.56		15.69			
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	18.58	55.39	17.37	27.96	3.51					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174									
FEATURES																
		All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00				15.69			
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.94	3.72				15.69			
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.94	3.72				15.69			
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.23	1.10					20.35	10.54	13.32
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1				18.45								
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2				23.52								
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3				30.17								
UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2		16.56								
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2		21.63								
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2		28.28								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.79	106.40	63.08	42.67	18.54		15.69				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.79	106.40	63.08	42.67	18.54		15.69				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPFP	UEPT2	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPFP	UEPTO	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPFP	UEPXU	1.79	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPFP	UEPXV	1.79	106.40	63.08	42.67	18.54		15.69				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69				
		INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0174										
		FEATURES															
		All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00				15.69				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		16.94	3.72				15.69				
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.94	3.72				15.69				
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.23	1.10					20.35	10.54	13.32	13.32
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
UNE Loop Rates																	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
UNE Port Rate																	
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates (\$)		
														SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03	
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.23	1.10							
	Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.27									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	34.78									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.32									
	UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20								
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71								
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25								
	UNE Port Rate															
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26		19.99	19.99	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	117.23	117.23				19.99	19.99	
	ADDITIONAL NRCS															
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88					19.99	19.99	
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR	URETN		11.23	1.10						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		8.33	0.83						
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
	B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00						
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00						
	USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00						
	VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00						
	INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.91	53.99	17.37				19.99	19.99	
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.173	0.00	0.00						
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l							SOME C
															SOMAN	SOMAN	SOMAN	SOMAN
Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																		
UNE Port/Loop Combination Rates																		
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44											
UNE Loop Rates																		
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73											
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40											
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59											
UNE Port Rate																		
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																		
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99			
ADDITIONAL NRCS																		
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.94						19.99	19.99			
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99			
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		44.71	44.70					19.99	19.99			
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75											
INTERFACE (Provisioning Only)																		
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00									
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00									
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00									
New or Additional "B" Channel																		
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99			
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99			
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99			
CALL TYPES																		
		Inward			UEPPP	PR7C1	0.00	0.00	0.00									
		Outward			UEPPP	PR7CO	0.00	0.00	0.00									
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00									
Interoffice Channel Mileage																		
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99			
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525											
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																		
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.																		
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																		
UNE Port/Loop Combination Rates																		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99			
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99			
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99			
UNE Loop Rates																		
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53											
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40											
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59											
UNE Port Rate																		
		4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99			
NONRECURRING CHARGES - CURRENTLY COMBINED																		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4		312.91	312.91					19.99	19.99			
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA		312.91	312.91					19.99	19.99			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
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 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E:4/1/2004)			UEPDC	USAWB		312.91	312.91					19.99	19.99		
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00i	590.00s					19.99	19.99		
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00i	590.00s					19.99	19.99		
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00							19.99	19.99		
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
		Local Number Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00								
		Central Office Terminating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
	Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN		
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99			
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99			
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99			
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99			
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99			
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																	
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																	
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																	
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99			
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in 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 (E:4/1/2004)			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99				
Bipolar 8 Zero Substitution																	
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	590.00s									
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	590.00s									
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 (E:4/1/2004)			UEPPX	UEPCX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPOX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCY	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCT	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – Tennessee Only – Calling Plan - Regionserv (E:4/1/2004)			UEPPX	UEPCZ	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2-Wire Channelized – Two Way - Tennessee Only – Calling Plan - Regionserv (E:4/1/2004)			UEPPX	UEPC6	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
Feature Activations - Unbundled Loop Concentration																	
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWM	2.02	23.94	12.64	3.82	3.80			30.89	7.03			
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWU	2.02	73.67	17.37	54.09	10.57			30.89	7.03			
Telephone Number/ Group Establishment Charges for DID Service																	
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00									
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00									
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00									
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00									
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00									
Local Number Portability																	
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00									
FEATURES - Vertical and Optional																	
Local Switching Features Offered with Line Side Ports Only																	
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A					
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	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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																			
UNE Port/Loop Combination Rates (Non-Design)																			
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design			1	UEP91			14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			2	UEP91			18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			3	UEP91			23.02										
UNE Port/Loop Combination Rates (Design)																			
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design			1	UEP91			18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			2	UEP91			23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			3	UEP91			29.98										
UNE Loop Rate																			
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEP91	UECS1		12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEP91	UECS1		16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEP91	UECS1		21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1			1	UEP91	UECS2		16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2			2	UEP91	UECS2		21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3			3	UEP91	UECS2		28.28										
UNE Ports																			
All States (Except North Carolina and Sout Carolina)																			
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP91	UEPYA		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP91	UEPYB		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area				UEP91	UEPYH		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area				UEP91	UEPYM		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area				UEP91	UEPYZ		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area				UEP91	UEPY9		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area				UEP91	UEPY2		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, & TN Only																			
		2-Wire Voice Grade Port (Centrex)				UEP91	UEPQA		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP91	UEPQB		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1				UEP91	UEPQH		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3				UEP91	UEPQM		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term				UEP91	UEPQZ		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent				UEP91	UEPQ9		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term				UEP91	UEPQ2		1.70	22.14	15.25	8.45	3.91		30.89	7.03			
Local Switching																			
		Centrex Intercom Funtionality, per port				UEP91	URECS		0.6381										
Local Number Portability																			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEP91	LNPCC	0.35									
	Features															
		All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03		
		All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03		
		All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03		
	NARS															
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
		Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
	Miscellaneous Terminations															
	2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03		
	Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03		
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66									
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66									
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03		
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03		
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03		
		Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03		
	Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.23	1.10							
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02									
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28									
	UNE Port Rate														
	All States														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	AL, KY, LA, MS, SC, & TN Only														
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	FL & GA Only														
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381									
	Local Number Portability														
	Local Number Portability (1 per port)			UEP95	LNPPC	0.35									
	Features														
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03		
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03		
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03		
	NARS														
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
	Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00	0.00	0.00		0.00	7.03		
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03		
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03		
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03		
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP95	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A						
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
														</						

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4				UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4				UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4				UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4				UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4				UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4				UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4				UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4				UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3				UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent				UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term				UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		Local Switching																
		Centrex Intercom Funtionality, per port				UEP9D	URECS	0.6381										
		Local Number Portability																
		Local Number Portability (1 per port)				UEP9D	LNPCc	0.35										
		Features																
		All Standard Features Offered, per port				UEP9D	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port				UEP9D	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port				UEP9D	UEPVC	0.00						30.89	7.03			
		NARS																
		Unbundled Network Access Register - Combination				UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register - Inward				UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register - Outdial				UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Miscellaneous Terminations																
		2-Wire Trunk Side																
		Trunk Side Terminations, each				UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
		4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each				UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated per Channel				UEP9D	M1HDO	0.00	108.67					30.89	7.03			
		Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination				UEP9D	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile				UEP9D	M1GBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
		D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot				UEP9D	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot				UEP9D	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot				UEP9D	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center				UEP9D	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot				UEP9D	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot				UEP9D	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot				UEP9D	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port				UEP9D	USAC2		1.03	0.29				30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
						SOMEc						SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60				30.89	7.03			
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60				30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57				30.89	7.03			
	Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.23	1.10							
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02									
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28									
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	AL, KY, LA, MS, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	Local Switching															
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9E	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Unbundled Network Access Register - Outdial			UEP9E	UARO X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.23	1.10								
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98					SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
		UNE Port Rate															
		AL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		Local Switching															
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP93	LNPC	0.35										
		Features															
		All Standard Features Offered, per port			UEP93	UEPVF	0.00										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
		NARS															
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Unbundled Network Access Register - Outdial			UEP93	UARO	0.00	0.00	0.00	0.00	0.00		0.00	7.03			
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP93	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l
												OSS Rates (\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29					30.89	7.03		
	New Centrex Standard Common Block			UEP93	MIACS	0.00	658.60						30.89	7.03		
	New Centrex Customized Common Block			UEP93	MIACC	0.00	658.60						30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57						30.89	7.03		
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.23	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
	Note 4 - 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.															

Attachment 3
Network Interconnection

TABLE OF CONTENTS

1. GENERAL	3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT).....	3
3. NETWORK INTERCONNECTION	4
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES.....	7
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	15
6. LOCAL DIALING PARITY	18
7. INTERCONNECTION COMPENSATION	18

Rates	Exhibit A
Basic Architecture	Exhibit B
One Way Architecture	Exhibit C
Two Way Architecture	Exhibit D
Supergroup Architecture	Exhibit E
BellSouth Jurisdictional Factors Reporting Guide	Exhibit F

NETWORK INTERCONNECTION

1. GENERAL

- 1.1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:
- 1.1.2 To the extent BellSouth orders local interconnection from, or exchanges traffic with Level 3 under this Attachment 3, the provisions of Section 1.2.2 "Payment responsibility", Section 1.3 "Payment Due", Section 1.6 "Late Payment", and Section 2 "Billing Disputes" of Attachment 7 will apply on a reciprocal basis to BellSouth.

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

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

- 2.1.8 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.1.9 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Level 3.
- 2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center, where the IP is not located within the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **BellSouth Trunk Group (also known as a "Reciprocal Trunk Group")** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Level 3.
- 2.1.14 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.15 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.16 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Level 3 owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

3.2.1 An initial IP shall be established in each LATA in which Level 3 originates, terminates, or exchanges Local Traffic or ISP-bound Traffic and interconnects with BellSouth. Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, may establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s).

3.2.2 Additional Interconnection Points in a particular LATA will be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional interconnection points within a LATA either:

i) Level 3 at its sole option will establish a physical POI at each access or local tandem in the LATA in which Level 3 originates, terminates, or exchanges Local Traffic or ISP-bound Traffic, and each end office where Level 3 maintains a physical collocation arrangement (but only for those trunk groups associated with that end office), or

ii) The Parties will establish an additional IP where the traffic at the proposed additional Interconnection Point(s) in a particular LATA has exceeded 8.9 million minutes of Local Traffic, and/or ISP-bound Traffic per month for three consecutive months. Additionally, any end office to be designated as an Interconnection Point must be more than 20 miles from an existing Interconnection Point. BellSouth will not designate an Interconnection Point where physical or virtual collocation space or BellSouth fiber connectivity is not available, and BellSouth will not designate more than one Interconnection Point per Local Calling area unless such local calling area exceeds sixty (60) miles in one direction, in which case additional Interconnection Points may only be established in that local calling area pursuant to the other criteria set forth in this section. Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of a location of such Interconnection Point. Should the Parties disagree that the traffic volumes justify an additional Interconnection Point, the Parties shall follow the Dispute Resolution process under this Agreement to determine whether and how the additional Interconnection Point should be established.

3.3 **Interconnection via Dedicated Facilities**

- 3.3.1 With the exception of Transit Traffic, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring, nonrecurring or proportional use charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic (non-transit) and/or ISP-bound Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Interconnection Point.
- 3.3.1.1 Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point as required by Section 1.1.1.1 and this Section 1.2.1, such facilities are not subject to “bill and keep,” but shall be purchased in accordance with 1.2.2 and 1.2.3. Nothing in this Section affects either Party’s obligation set forth in Section 5.1.
- 3.3.2 In lieu of providing facilities on its side of Interconnection Point, either Party may purchase Local Channel facilities from the other Party. The portion of Local Channel facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 3.3.3 Additionally, in lieu of providing facilities on its side of the Interconnection Point, either Party may purchase, Dedicated Interoffice Transport facilities. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 3.4 **Fiber Meet**
- 3.4.1 Notwithstanding Section 3.2.1, and 3.2.2 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical

Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Level 3 Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Level 3, BellSouth shall allow Level 3 access to the fusion splice point for the Fiber Meet point for maintenance purposes on Level 3's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Level 3 shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Subject to the requirements of section 3.2.1 and 3.2.2 above, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver Local Traffic, ISP-bound Traffic,

IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment.”

- 4.3 Notwithstanding the forgoing, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.4 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.
- 4.5 Level 3 interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, or (2) requires special BellSouth switch translations and other network modifications will require Level 3 to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11 of this Agreement.
- 4.6 Subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding, recurring and nonrecurring rates associated with interconnecting trunk groups for that carry an originating party's traffic on the terminating party's network between BellSouth and Level 3 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate party's tariff for switched access services as filed and effective with the FCC or Commission.
- 4.7 Where BellSouth provides the transiting service, Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.9 In cases where Level 3 desires to route Level 3's originated Switched Access Traffic (i.e., where a BST end user is using Level 3 as their long distance carrier) over Level 3's local interconnection trunk groups, Level 3 may make such a request, via submission of an NBR in accordance with Attachment 11 of this Agreement. .

4.10 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Level 3's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.12 **Interconnection Trunk Groups for Exchange of Local Traffic and ISP-Bound Traffic and Transit Traffic**

4.13 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA. The Parties recognize that one-way interconnection trunks may exist. Where the parties have mutually agreed to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other and have agreed as to the appropriate location of the IP for such two-way interconnection trunk groups, the Parties agree to negotiate a transition plan to migrate the existing one-way trunks to two-way trunks on a trunk group basis. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties will mutually develop a reasonable transition plan and reasonably project manage the transition

4.13.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.13.1.1 **Basic Architecture**

In the basic architecture, Level 3's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.13.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides Intratandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C

4.13.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic

and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit

D.

4.13.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide IntraLATA Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E

4.13.1.5 **Multiple Tandem Access Interconnection**

- 4.13.1.5.1 Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem

access interconnection (MTA) for , Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines

- 4.13.1.5.2 Level 3 may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Level 3 will be delivered to and from IXCs based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.
- 4.13.1.5.3 Level 3 shall compensate BellSouth for MTA used to switch and transport Level 3's originating traffic at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment. These charges shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not charge for MTA used to switch and transport BellSouth's originating traffic.
- 4.13.1.5.4 To the extent Level 3 does not purchase MTA in a LATA served by multiple access tandems, Level 3 must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Level 3 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Level 3 shall pay BellSouth the associated MTA charges, but only with respect to Level 3 originated traffic.

4.13.2 **Local Tandem Interconnection**

- 4.13.2.1.1 Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

- 4.13.2.1.2 When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3’s codes. Likewise, Level 3 shall obtain its routing information from the LERG
- 4.13.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Level 3 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Level 3 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff).
- 4.13.2.3 BellSouth’s provisioning of Local Tandem Interconnection assumes that Level 3 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems to the extent required by the Act.
- 4.13.3 **Direct End Office-to-End Office Interconnection**
- 4.13.3.1.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis
- 4.13.3.2 The Parties shall utilize direct end office-to-end office trunk groups subject to the requirements with respect to establishment of and responsibility for IPs as set forth herein, under any one of the following conditions:
- 4.13.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that

will alleviate the tandem capacity shortage and ensure completion of traffic between Level 3 and BellSouth.

4.13.3.2.2 **Traffic Volume** –To the extent either Party has the capability to measure the amount of traffic between Level 3’s switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three consecutive months, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.13.3.2.3 **Mutual Agreement** - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.13.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Level 3 to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.13.4.1 **Toll Free Traffic**

4.13.4.1.1 If Level 3 chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth’s switches, all Level 3 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.13.4.1.2 Either Party may choose to perform its own Toll Free database queries from its switch. In such cases, the originating party will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a local or intraLATA Toll Free call between the Parties, the originating Party will route the post-query local or IntraLATA converted ten-digit local number to the other Party over the local or intraLATA trunk group. If the call is a local or intraLATA Toll Free call destined for a third party (ICO, IXC, CMRS or other CLEC), , the originating party will route the post-query local or intraLATA converted ten-digit local number to the transiting party over the Transit Traffic Trunk Group and the originating party shall provide to the transiting party a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, the originating party will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to the originating party’s network but that are connected to the transiting party’s access tandem.

- 4.13.5 All post-query Toll Free calls for which Level 3 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible. At such time as Level 3 has definite plans to directly interconnect its signaling network with BellSouth's signaling network, upon Level 3's written request, the Parties agree to meet to negotiate the appropriate compensation methodology for such local signal messaging.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be nondiscriminatory in nature in accordance with applicable federal and state law, and will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge

number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for Local Traffic and ISP- Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Within six (6) months after execution of this Agreement, Level 3 shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Level 3's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.8 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks), BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities

- 5.8.1.1 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Level 3 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.8.2 Once initial interconnection trunk forecasts have been developed, Level 3 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Level 3 shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria and prior operating history between the companies, where

applicable. The Parties shall continue to develop BellSouth Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

- 5.8.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.9 **Trunk Utilization**

- 5.9.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Level 3 shall monitor traffic on each interconnection BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. Pursuant to the process set forth in Section 5.8.1.1 following, BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 5.9.1.1 BellSouth’s CISC will notify Level 3 of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement.

- 5.9.2 For the two-way trunk groups, BellSouth and Level 3 shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour

utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.3.1 following, BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.9.2.1 BellSouth's LISC will notify Level 3 of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of greater than eighty percent (80%), unless otherwise mutually agreed, the Parties shall augment the trunk groups as soon as commercially reasonable in order to bring the utilization to eighty percent (80%).

6. LOCAL DIALING PARITY

6.1 BellSouth and Level 3 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic.

7.1.1 For purposes of this Attachment and for intercarrier compensation between the Parties Local Traffic is defined as any call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits)
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Level 3 agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Level 3 further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.2 The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic at the rate of \$0.0007 per minute of use. For ISP-bound Traffic exchanged from the Effective Date of this Agreement until the expiration date of this Agreement, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand or as otherwise mutually agreed.
- 7.2.1 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore for minutes of use.
- 7.2.2 Except as otherwise stated in this Agreement, nothing shall prevent Level 3 from purchasing, acquiring or otherwise obtaining and integrating the Local Traffic and ISP-bound Traffic switching operations or accounts of a third party telecommunications carrier into Level 3's business. BellSouth shall not be responsible for paying any more, and BellSouth reserves its right to argue that it should pay less, than the reciprocal compensation BellSouth may have otherwise been billed for with respect to such telecommunications carrier prior to the transaction by Level 3.
- 7.2.3 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections and below and to Multiple Tandem Access as described in Section above.
- 7.2.4 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However,

without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other for any compensation in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request to amend the Agreement. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.2.4 affects the obligations imposed on the Parties to compensate each other for Local Traffic and ISP-bound Traffic as those terms are defined in this Attachment. In the event of a conflict between this Section and the BellSouth Jurisdictional Factors Guide attached hereto, this Section controls

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide attached hereto as Exhibit F, as it is amended from time to time as mutually agreed by the Parties.

7.3.1.1 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F, as it is amended from time to time as mutually agreed by the Parties.

7.3.2 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F as it is amended from time to time

as mutually agreed by the Parties. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.3 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.4 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Level 3 shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 The parties have been unable to agree as to the appropriate compensation to be paid for 8YY calls bearing translated NPA-NXX codes to NPA-NXX codes that are local to the point where the traffic is handed off will be rated as Local Traffic . Accordingly, each Party reserves its rights to dispute through the Billing Dispute process in Attachment 7, Section 2 of this Agreement whether the appropriate compensation to be paid for 8YY calls bearing translated NPA-NXX codes to NPA-NXX codes that are local to the point where the traffic is handed off should

be rated as Local Traffic. Notwithstanding the foregoing, each Party will pay the other Party the database query charge as set forth in the applicable Party's intrastate or interstate switched access tariffs as applicable, as filed and effective with the FCC or Commission

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Level 3 requires interconnection from Level 3 to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Level 3 shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Level 3 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
- 7.5.1 Switched Access Traffic Switched Access Traffic is defined as telephone calls requiring local transmission and switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services.
- 7.5.1.1 The Parties agree that phone-to-phone calls that utilize Voice-Over-Internet Protocol ("VOIP") and which calls originate and terminate on the circuit switched telephone network -i.e., originate and terminate in time division multiplexing format (TDM) format - in different local calling areas, but which is transported using Internet protocol between those points, constitutes telecommunications traffic and is Switched Access Traffic and properly subject to the effective intrastate and interstate switched access tariffs of the originating and terminating carriers.
- 7.5.1.2 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries constitute Switched Access Traffic ("Disputed VoIP"). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of Disputed VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the

nature of such traffic and the compensation payable by the Parties for such traffic, if any.

- 7.5.1.3 The Parties agree that this section 7.5.1, shall expire six months after the Effective Date of this Agreement. During the period between the Effective Date of the Agreement and the expiration of this section 7.5.1, the Parties will continue to negotiate how intercarrier compensation for Disputed VoIP will be treated to reach a mutually agreeable resolution. If, as of the expiration of this section, the Parties have not yet reached such a resolution then a request for negotiation pursuant to Section 252(b)(1) as to the subject matter of this section 7.5.1 will be deemed to have been automatically provided by BellSouth one hundred and thirty-five days prior to the expiration of this section. Both Parties have the period between the one hundred and thirty-fifth day and the one hundred and sixtieth day (inclusive) to file a timely petition with the respective state public service commission. This section shall continue in effect for the period from the one hundred and thirty-fifth day and the one hundred and sixtieth day (inclusive) in order to file a timely petition with the respective state public service commission. Nothing in the section 7.5.1 shall be interpreted to prevent the Parties from mutually agreeing to extend the termination date for expiration of this section and the concomitant automatic date of the request for negotiations.
- 7.5.1.4 Except as otherwise provided in this agreement, during the effective time and after the expiration of this Section, 7.2.4, neither Party will take any action to disconnect, impair, block, fail to provision, fail to support or otherwise degrade the quality of Disputed VoIP.
- 7.5.2 If the BellSouth End User chooses Level 3 as their presubscribed interexchange carrier, or if the BellSouth End User uses Level 3 as an interexchange carrier on a 101XXXX basis, BellSouth will charge Level 3 the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's FCC or Commission filed and effective Access Services Tariff, as appropriate.
- 7.5.4 When Level 3's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Level 3 as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

- 7.5.4.1 When Level 3's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Level 3, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.6 **Transit Traffic**
- 7.6.1 BellSouth shall provide tandem switching and transport services for Level 3's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable BellSouth Switched Access tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Level 3 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment. Traffic between Level

3 and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as such meet point billing is established, traffic originated by Wireless Type 2A third parties or a third party CLEC utilizing BellSouth switching shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Level 3 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Level 3, subject to Section 7.5.1 above. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Level 3-originated Transit Traffic, Level 3 shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 7.6.3 If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3 network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures

Exhibit B

Basic Architecture

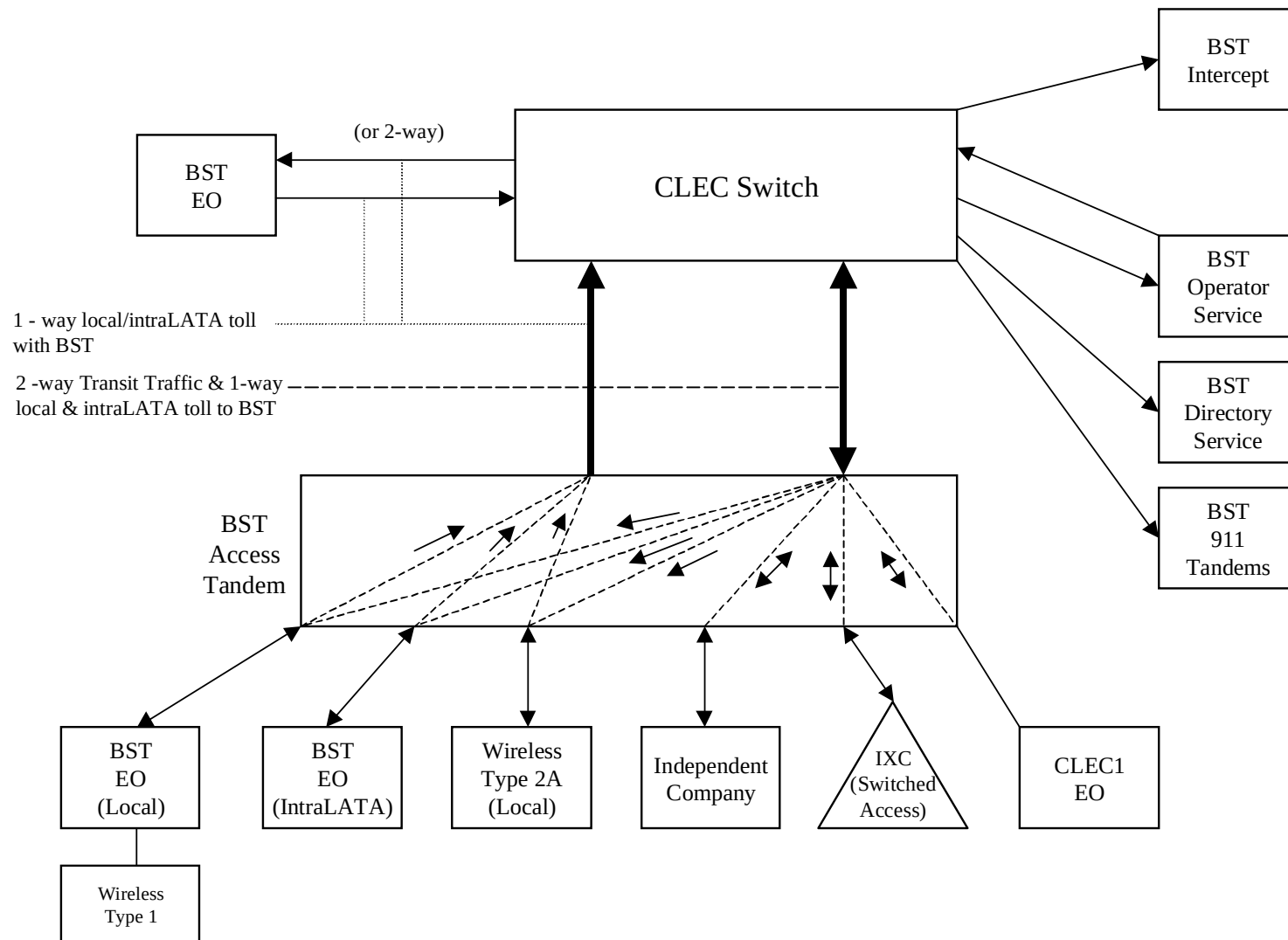


Exhibit C

One-Way Architecture

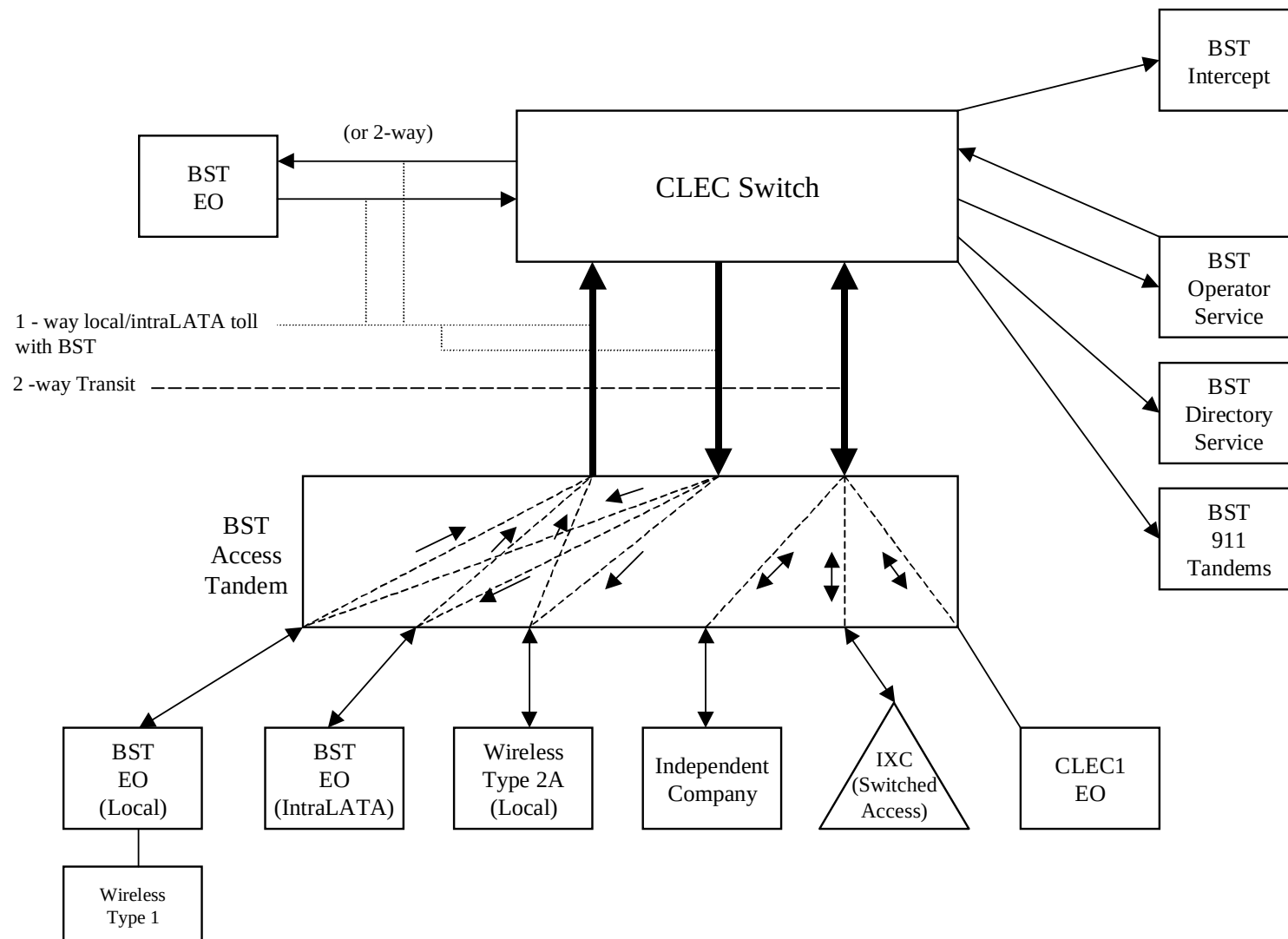


Exhibit D

Two-Way Architecture

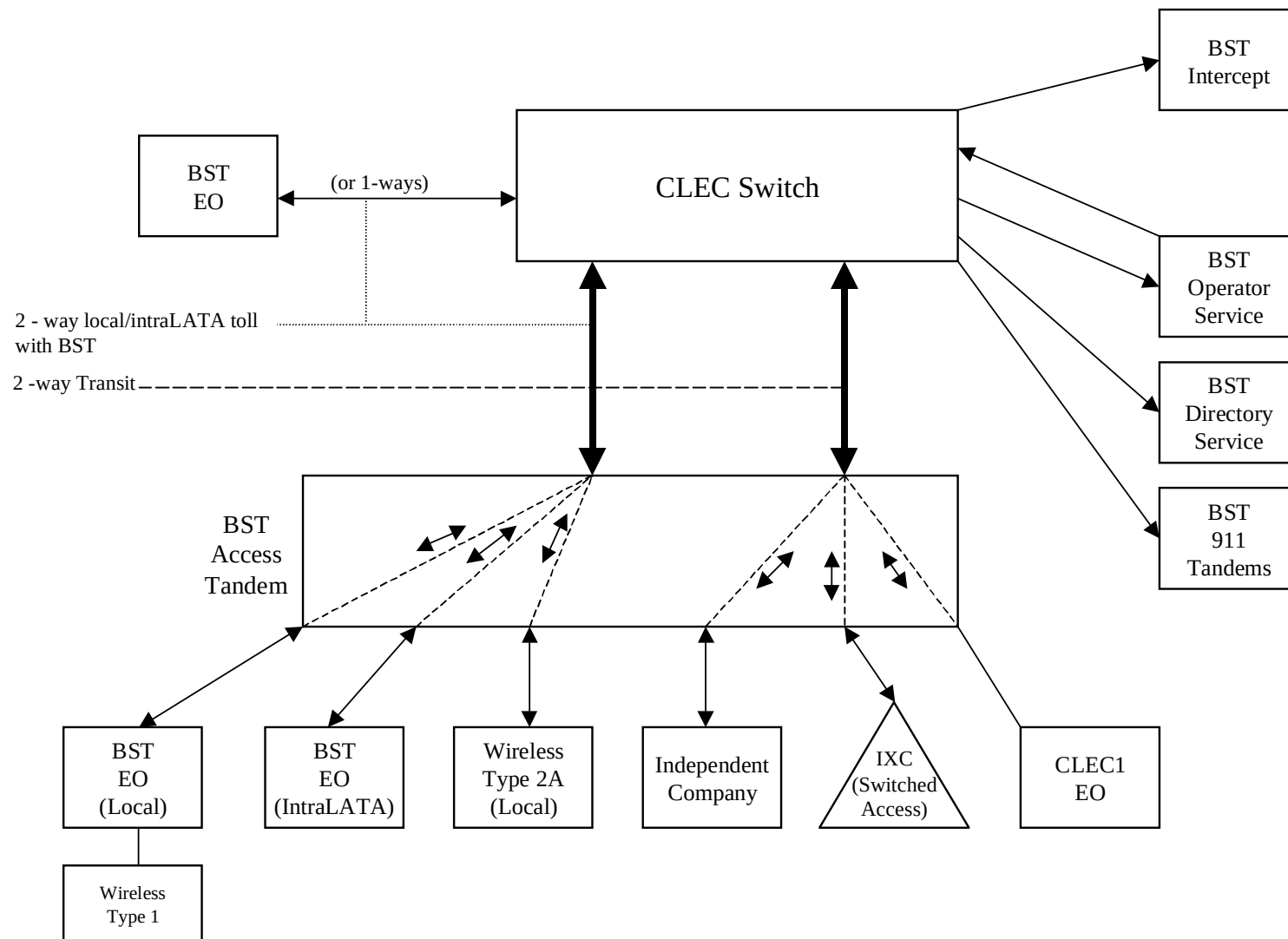
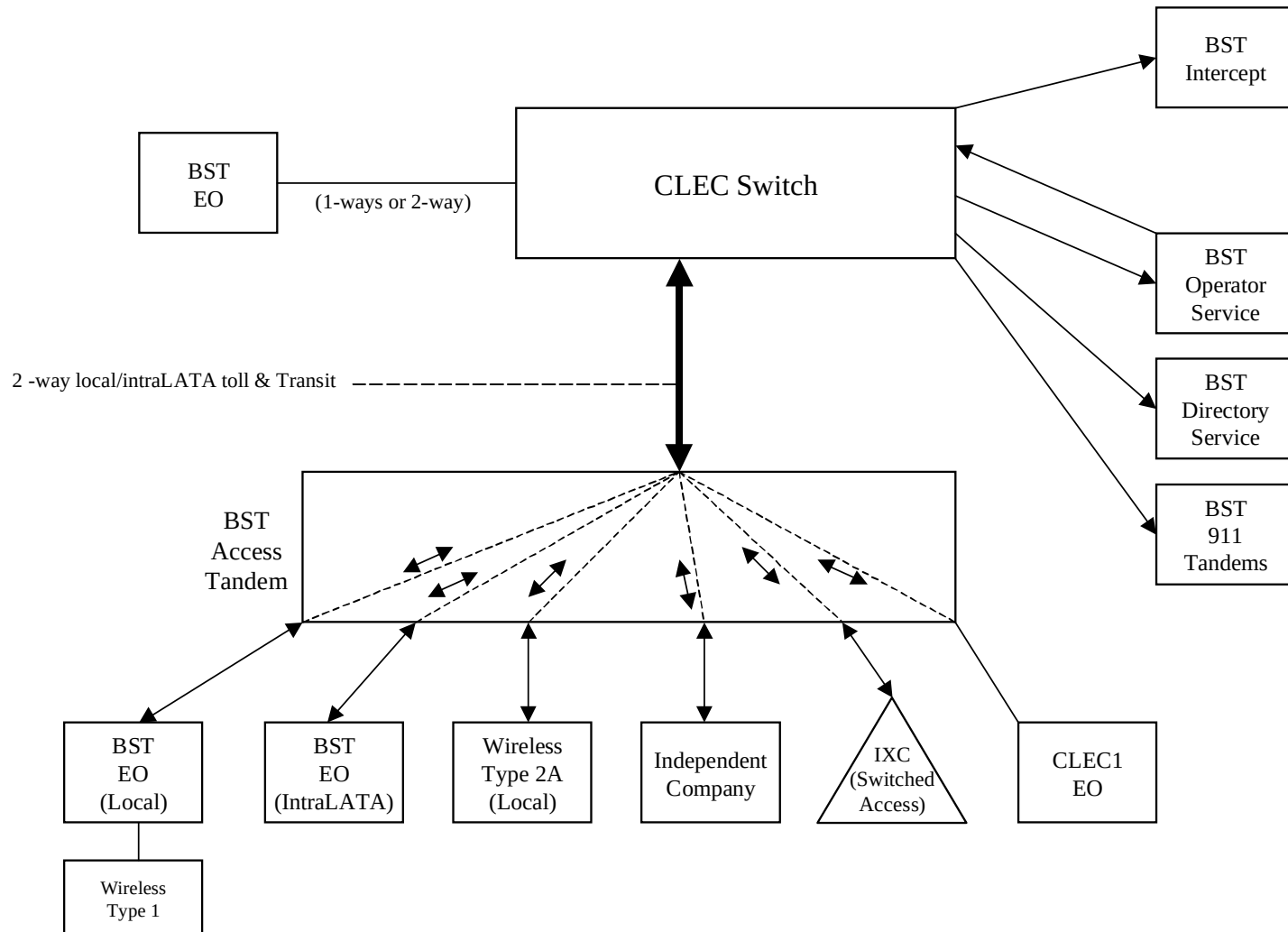


Exhibit E

Supergroup Architecture





BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003

Table of Contents

Revisions.....	3
1.0 Introduction.....	4
2.0 Jurisdictions.....	4
3.0 Factors.....	5
3.1 General.....	5
3.2 PIU - Percent Interstate Usage.....	6
3.3 PLU - Percent Local Usage.....	7
3.4 PLF - Percent Local Facility.....	7
4.0 Service Reporting Requirements.....	8
4.1 BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)...	8
4.2 BellSouth SWA FGB PIU (PIUB).....	9
4.3 BellSouth SWA FGD & Local Terminating PIU (TPIU).....	9
4.4 BellSouth Local Interconnection PLU.....	9
4.5 BellSouth SWA 500 PIU (ZP15).....	10
4.6 BellSouth SWA 700 Access Service (ZP17).....	10
4.7 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18).....	10
4.8 BellSouth SWA 900 Service (ZP19).....	10
4.9 BellSouth SWA Transport PIUE.....	10
4.10 BellSouth Local Interconnection Transport PLF.....	11
4.11 BellSouth CCS7 Access Arrangements SPIU/SPLU.....	11
4.12 BellSouth Line Information Data Base Service LIDB.....	12
5.0 Report Process.....	12
6.0 Frequency of Reporting.....	13
7.0 Audits.....	14
7.1 Audit Request.....	14
7.2 Audit Compliance.....	14
8.0 Ordering.....	15

Revisions

Issue 1.0

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

Issue 2.0

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

Issue 3.0

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

Issue 4.0

Added Clarification concerning reporting of SPIU Factor and added language describing SPLU Factor and calculation of intrastate of non-local traffic – issued on October 17, 2002.

Issue 5.0

Revised the e-mail address that is utilized to report jurisdictional factors by electronic mail – issued on December 3, 2003.

BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage

PLU - Percent Local Usage

PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* that is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Interstate MOUs}}{\text{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. **PLU – Percent Local Usage**

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. **PLF – Percent Local Facility**

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\text{Total Local MOUs}}{\text{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to $1 - \text{TPIU}$. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally **interstate** as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally **local** as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a “Third Party Provider” of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider’s “Third Party Customer’s” end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, **non-local traffic**, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier’s signaling messages will be billed as **interstate**.
Of the remaining **20%**, 60% of the 20% ($.60 \times .20 = .12$), **12%** will be billed as **local**.

And, the final **8%** will be billed as **intrastate, non-local**.

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\text{Number of Local Queries}}{\text{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.

LOCAL INTERCONNECTION - Alabama												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single rate for Local Traffic and ISP-bound Traffic per MOU							0.0007								
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.000498								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.000498								
	Tandem Intermediary Charge, per MOU*						OHD	0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X	21.56	8.12						
	Installation Trunk Side Service - per DS0						OHD	TPP9X	21.56	8.12						
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000023							
	Common Transport - Facilities Termination Per MOU						OHD		0.0003224							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.008838							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	21.13	40.54	27.41	16.74	6.90			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.008838							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.12	40.54	27.41	16.74	6.90			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.008838							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.12	40.54	27.41	16.74	6.90			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.18							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.09							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	13.97	193.10	33.17	36.64	3.20			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	14.93	193.53	33.60	37.11	3.67			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	35.76	177.47	153.72	22.19	15.26			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63			
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	12.70	6.58	4.72					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A		
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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007							
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD		0.0006019							
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0006019							
	Tandem Intermediary Charge, per MOU*						OHD		0.0025							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.73	8.19					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.73	8.19					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000035							
	Common Transport - Facilities Termination Per MOU						OHD		0.0004372							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0091							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	25.32	47.35	31.78	18.31	7.03			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0091							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	18.44	47.35	31.78	18.31	7.03			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0091							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	18.44	47.35	31.78	18.31	7.03			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1856							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	3.87							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	19.66	265.84	46.97	37.63	4.00			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	20.45	266.54	47.67	44.22	5.33			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.49	216.65	183.54	24.30	16.95			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	13.76	10.07	7.08					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Georgia												Attachment: 3		Exhibit: A					
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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																			
		Single rate for Local Traffic and ISP-bound Traffic per MOU							0.0007										
TANDEM SWITCHING																			
		Tandem Switching Function Per MOU					OHD		0.0004086										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					OHD		0.0004086										
		Tandem Intermediary Charge, per MOU*					OHD		0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
		Installation Trunk Side Service - per DS0					OHD	TPP6X		21.53	8.11								
		Installation Trunk Side Service - per DS0					OHD	TPP9X		21.53	8.11								
		Dedicated End Office Trunk Port Service-per DS0**					OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**					OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**					OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**					OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
		Common Transport - Per Mile, Per MOU					OHD		0.0000027										
		Common Transport - Facilities Termination Per MOU					OHD		0.0001914										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month					OHM	1L5NF	0.0057										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month					OHM	1L5NF	12.87	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month					OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month					OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month					OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month					OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month					OH1, OH1MS	1L5NL	0.1154										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month					OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month					OH3, OH3MS	1L5NM	2.53										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month					OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
LOCAL CHANNEL - DEDICATED TRANSPORT																			
		Local Channel - Dedicated - 2-Wire Voice Grade per month					OHM	TEFV2	7.74	121.065	53.295	46.395	13.365						
		Local Channel - Dedicated - 4-Wire Voice Grade per month					OHM	TEFV4	8.72	125.62	54.43	46.395	13.365						
		Local Channel - Dedicated - DS1 per month					OH1	TEFHG	18.47	149.46	111.195	40.355	26.115						
		Local Channel - Dedicated - DS3 Facility Termination per month					OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88						
LOCAL INTERCONNECTION MID-SPAN MEET																			
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																			
		Local Channel - Dedicated - DS1 per month					OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month					OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																			
		Channelization - DS1 to DS0 Channel System					OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19						
		DS3 to DS1 Channel System per month					OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065						
		DS3 Interface Unit (DS1 COC) per month					OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - Kentucky												Attachment: 3		Exhibit: A						
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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																				
		Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007										
TANDEM SWITCHING																				
		Tandem Switching Function Per MOU						OHD		0.0006772										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0006772										
		Tandem Intermediary Charge, per MOU*						OHD		0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
		Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58	8.13								
		Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58	8.13								
		Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
		Common Transport - Per Mile, Per MOU						OHD		0.000003										
		Common Transport - Facilities Termination Per MOU						OHD		0.0007466										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0115										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0115										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.97										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
LOCAL CHANNEL - DEDICATED TRANSPORT																				
		Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
		Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
		Local Channel - Dedicated - DS1 per month						OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
		Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
		Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																				
		Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
		DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
		DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - Louisiana												Attachment: 3		Exhibit: A		
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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007							
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD		0.0005507							
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0005507							
	Tandem Intermediary Charge, per MOU*						OHD		0.0025							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.64	8.15					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.64	8.15					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000032							
	Common Transport - Facilities Termination Per MOU						OHD		0.0003748							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.013							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.60	39.36	26.62					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.013							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.61	39.37	26.62					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.013							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.61	39.37	26.62					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.2652							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	70.47	86.69	79.44					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	6.04							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	850.45	270.69	158.05					
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.32	187.51	32.21					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.41	187.94	32.63					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	39.18	172.34	149.27					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	469.44	438.46	256.30					
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	105.09	88.41	60.76					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	201.48	172.99	91.25					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	11.78	6.39	4.58					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Mississippi												Attachment: 3		Exhibit: A					
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	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																			
		Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007									
TANDEM SWITCHING																			
		Tandem Switching Function Per MOU						OHD		0.0005379									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0005379									
		Tandem Intermediary Charge, per MOU*						OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
		Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58	8.13							
		Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58	8.13							
		Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
		Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
		Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
		Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
		Common Transport - Per Mile, Per MOU						OHD		0.0000026									
		Common Transport - Facilities Termination Per MOU						OHD		0.0004541									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0098									
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.52	40.77	27.57	17.26	7.11					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0098									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0098									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.68	40.78	27.57	17.26	7.11					
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.201									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.76									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29					
LOCAL CHANNEL - DEDICATED TRANSPORT																			
		Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	14.91	194.22	33.36	37.79	3.30					
		Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	15.99	194.66	33.80	38.27	3.78					
		Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.83	178.50	154.61	22.89	15.74					
		Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19					
LOCAL INTERCONNECTION MID-SPAN MEET																			
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																			
		Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
		Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																			
		Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
		DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
		DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	12.96	6.62	4.74							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - North Carolina												Attachment: 3		Exhibit: A		
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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007							
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD		0.0012							
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0012							
	Tandem Intermediary Charge, per MOU*						OHD		0.0025							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.55	8.12					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.55	8.12					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.00001							
	Common Transport - Facilities Termination Per MOU						OHD		0.00034							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0282							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.00	137.48	52.58					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0282							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.40	137.48	52.58					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0282							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.40	137.48	52.58					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.5753							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	71.29	217.17	163.75					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	12.98							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	720.38	794.94	579.55					
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	11.24	553.80	89.69					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	12.03	562.23	92.67					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	27.05	534.48	462.69					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	298.92	438.46	256.30					
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.69	197.78	140.06					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	233.10	403.97	234.40					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	16.07	13.09	9.38					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina												Attachment: 3		Exhibit: A			
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

LOCAL INTERCONNECTION - Tennessee												Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring First	Add'l	Nonrecurring First						
														OSS Rates (\$)				
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																		
	Single rate for Local Traffic and ISP-bound Traffic per MOU								0.0007									
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU						OHD		0.0009778									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0009778									
	Tandem Intermediary Charge, per MOU*						OHD		0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.59	8.09							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU						OHD		0.0000064									
	Common Transport - Facilities Termination Per MOU						OHD		0.0003871									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	19.43	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	20.56	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	40.99	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Level 3 is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include, for the purposes of this Attachment, BellSouth Central Offices and Serving Wire Centers and Adjacent Arrangements, as defined in Section 3.4 of this Attachment (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment. Where BellSouth notifies Level 3 that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Level 3’s request, BellSouth will use commercially reasonable efforts to obtain the third party’s consent and to otherwise secure such rights. Upon Level 3’s request, BellSouth will provide documentation of BellSouth’s commercially reasonable efforts to obtain the third party’s consent and to otherwise secure such rights.
- 1.2 Right to Occupy. BellSouth shall offer to Level 3 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Level 3 to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Level 3 and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for the premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate Level 3’s requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially

- increase Level 3's cost or materially delay Level 3's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Level 3 wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Upon request, Level 3 will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. Level 3 shall use the Collocation Space for the purposes of installing, maintaining and operating Level 3's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.
- 1.6 Rates and Charges. Level 3 agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from Level 3 and at Level 3's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space

Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Level 3.

- 2.1.1 The request from Level 3 for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time for two (2) to five (5) Premises within the same state, BellSouth shall notify Level 3 and inform Level 3 of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Level 3 to collocate Level 3's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Level 3 to have direct access to Level 3's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Level 3's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Level 3's expense, Level 3 will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Level 3 and provide, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Level 3's

BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Level 3 shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Level 3.

- 3.2.1 BellSouth may elect to review Level 3's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Level 3 of its desire to execute this review in BellSouth's response to the Initial Application, if Level 3 has indicated its desire to construct its own enclosure. If Level 3's Initial Application, as defined in Section 6.2 of this Attachment, does not indicate its desire to construct its own enclosure, and Level 3 subsequently decides to construct its own enclosure, then Level 3 will submit an application modification pursuant to Section 6.10.1 of this Attachment, indicating its desire to construct its own enclosure. If BellSouth elects to review Level 3's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application, as defined in Section 6.3 of this Attachment, firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Level 3's plans and specifications. Regardless of whether or not BellSouth elects to review Level 3's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Level 3's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days, at Level 3's expense, any structure that does not meet Level 3's plans and specifications or BellSouth's Specifications, if applicable.

- 3.3 Shared Caged Collocation. Level 3 may allow other telecommunications carriers to share Level 3's caged collocation arrangement, pursuant to the terms and conditions agreed to by Level 3 (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Level 3. BellSouth shall be notified in writing by Level 3 upon the execution of any agreement

- between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any firm orders (“Firm Order(s)”). Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Level 3 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Level 3.
- 3.3.1 Level 3, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Level 3 with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, where Level 3 is the Host, Level 3 shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host’s Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest’s Interconnection Agreement with BellSouth.
- 3.3.3 Level 3 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Level 3’s Guest(s) in the Collocation Space, except to the extent caused by BellSouth’s sole negligence, gross negligence, or willful misconduct and except for claims, action, causes of action, of whatever kind or nature directly arising out of or directly related to the interconnection agreement between BellSouth and the Guest(s) or BellSouth’s provision of access to UNEs to the Guest(s) pursuant to the BellSouth and Guest’s interconnection agreement directly.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises’ property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises’ property. An Adjacent Arrangement shall be constructed or procured by Level 3 and must be in conformance with BellSouth’s design and

construction Specifications. Further, Level 3 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 If Level 3 requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Level 3 must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Level 3 must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Level 3's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Level 3 for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Level 3's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days at Level 3's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 Level 3 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Level 3's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements

- as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that shall in all respects conform with Section 251 (c)(6) of the Act. Level 3's BellSouth Certified Supplier shall be responsible, at Level 3's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Level 3 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Level 3's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Level 3 is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1. Level 3 must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Level 3. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Level 3's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Level 3 may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Level 3 shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Level 3 shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Level 3 is responsible for ensuring the integrity of the signal.
- 3.5.2 Level 3 shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Level 3-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Level 3 may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, Level 3 must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as

defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Level 3.

4. Occupancy

4.1 Occupancy. BellSouth will notify Level 3 in writing when the Collocation Space is ready for occupancy (Space Ready Date). Level 3 will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth, at its own expense, will correct any BellSouth caused deviations from Level 3's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. Any other additions or changes to the original or jointly amended request will be at Level 3's expense. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Level 3 completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Level 3's acceptance of the Collocation Space (Space Acceptance Date). In the event that Level 3 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date and billing will commence from that date. If Level 3 decides to occupy the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Level 3 must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Level 3's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Level 3's customers.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Level 3 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Level 3 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Level 3 signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Level 3 jointly conduct an inspection, which confirms that Level 3 has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Level 3's

right to occupy the Collocation Space in the event that Level 3 fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Level 3 thirty (30) calendar days' prior written notice of the failure to comply and gives Level 3 an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, Level 3, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Level 3 shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Level 3's Guest(s), unless Level 3's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Level 3 removal date. Level 3 shall continue the payment of all monthly fees to BellSouth until the date that Level 3, and if applicable Level 3's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Level 3 or Level 3's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Level 3 or Level 3's Guest(s), in any manner that BellSouth deems fit, at Level 3's expense and with no liability whatsoever for Level 3's property or Level 3's Guest(s)'s property. Upon termination of Level 3's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Level 3 shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Level 3, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Level 3's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. Level 3 shall be responsible for the cost of removing any Level 3 constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Level 3's failure to comply with this Section.
- 5.1.3 Level 3 may submit an application for equipment installation and DSO, DS1, DS3 and optical terminations on the same application. However, Level 3 shall not request more DSO, DS1, DS3 and optical terminations in an Initial Application or a Subsequent Application for a collocation arrangement than the total port or termination capacity of the equipment already physically installed in the arrangement or contained in an application. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Level 3 submits an application for terminations that will exceed the total capacity of the collocated equipment Level 3 will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.2 Deleted
- 5.3 Level 3 shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises. Provided, however Level 3 shall not be prohibited from identifying to its customers or potential customers a detailed list of those BellSouth Premises in which Level 3 maintains Collocation Space.
- 5.4 Level 3 shall place a plaque or affix other identification (e.g., stenciling) to Level 3's equipment, in order for BellSouth to identify Level 3's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Level 3 may elect to place Level 3-owned or Level 3-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of

interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Level 3 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Level 3 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Level 3's equipment in the Collocation Space. In the event Level 3 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Level 3 must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities. At Level 3's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Level 3 for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Level 3 with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Level 3's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Level 3 in the Application Response.
- 5.5.2 Shared Use. Level 3 may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Level 3's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Level 3 must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Level 3 provided riser cable to the spare capacity on the entrance facility. If Level 3 desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Level 3 for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Level 3's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be

responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Level 3 or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Level 3's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Level 3-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Level 3's Collocation Space and the demarcation point. Level 3 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that Level 3 desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 Level 3's Equipment and Facilities. Level 3, or if required by this Attachment, Level 3's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Level 3 which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Level 3 and its selected BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Level 3's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Level 3 at least forty-eight (48) hours before access to the Collocation Space is required. Level 3 may elect to be present whenever

BellSouth performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this type of work.

5.9 Access. Pursuant to Section 12, Level 3 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Level 3 agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Level 3 or Level 3's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Level 3 and returned to BellSouth Access Management within fifteen (15) calendar days of Level 3's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Level 3 agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Level 3's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Level 3 ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.

5.9.1 BellSouth will permit one accompanied site visit to Level 3's designated collocation arrangement location, after receipt of the BFFO without charge to Level 3. Level 3 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Level 3 desires access to the Collocation Space. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. In order to permit reasonable access during construction of the Collocation Space, Level 3 may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. In the event Level 3 desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Level 3 to access the Collocation Space accompanied by a security escort, at Level 3's expense. Level 3 must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. Level 3 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Level 3 shall pay for all costs of re-keying or deactivating the card as set forth in Exhibit B of this Attachment.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Level 3 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Level 3 violates the provisions of this paragraph, BellSouth shall provide written notice to Level 3, which shall direct Level 3 to cure the violation within forty-eight (48) hours of Level 3's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Level 3 fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to Level 3's equipment. BellSouth will endeavor, but is not required, to provide notice to Level 3 prior to the taking of such action and BellSouth shall have no liability to Level 3 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Level 3 fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Level 3 or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth so demonstrates, Level 3 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly

- degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology
- 5.12 Personalty and its Removal. Facilities and equipment placed by Level 3 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Level 3 at any time. Any damage caused to the Collocation Space by Level 3's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Level 3 at its sole expense. If Level 3 decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Level 3 a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall Level 3 or any person acting on behalf of Level 3 make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Level 3. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 5.14 Janitorial Service. Level 3 shall be responsible for the general upkeep of its Collocation Space. Level 3 shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Level 3 and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Level 3 or Level 3's Guest(s) initial equipment placement, Level 3 shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application

- are completed with the appropriate type of information. An application fee will apply to each application submitted by Level 3, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 6.3 Subsequent Application. In the event Level 3 or Level 3's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Level 3 shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Level 3 in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Level 3 for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Level 3 with an Application Response.
- 6.4 Space Preferences. If Level 3 has previously requested and received a Space Availability Report for the Premises, Level 3 may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Level 3's preference(s), Level 3 may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Level 3 of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Level 3 or space that is configured differently, no application fee will apply. If Level 3 decides to accept the available space, Level 3 must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Level 3 resubmits its application, BellSouth will bill Level 3 the appropriate application fee.
- 6.5.2 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Level 3 an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Level 3 or space that is configured differently, if Level 3 decides to accept the available space, Level 3 must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 Denial of Application. If BellSouth notifies Level 3 that no space is available (Denial of Application), BellSouth will not assess an application fee to Level 3. After notifying Level 3 that BellSouth has no available space in the requested Premises, BellSouth will allow Level 3, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Level 3 to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly

- known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Level 3 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Level 3 has originally requested caged Collocation Space and cageless Collocation Space becomes available, Level 3 may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Level 3 wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Level 3 may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Level 3 does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Level 3 from the waiting list. Upon request, BellSouth will advise Level 3 as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless

arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Level 3 to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Level 3 submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

- 6.10.1 Level 3 may make an application modification or revision to (1) modifications to Customer Information, (2) Contact Information or, (3) Billing Contact Information, prior to a BFFO. However, any other modifications or revisions made prior to a BFFO will be treated as a revised application and handled as a revised application with respect to the response and provisioning intervals. BellSouth will charge Level 3 the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Level 3 to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.11 Bona Fide Firm Order.

- 6.11.1 Level 3 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Level 3's Bona Fide Application or Level 3's application will expire.

- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Level 3's BFFO. BellSouth will acknowledge the receipt of Level 3's BFFO within seven (7) calendar days of receipt, so that Level 3 will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the Firm Order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and Level 3 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When Level 3 adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Level 3's operation.

- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Level 3, when Level 3 requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Level 3 must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Level 3's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If Level 3 submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Level 3 submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If Level 3 submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by Level 3 and BellSouth. If Level 3 and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Level 3's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Level 3 at the time BellSouth provides Level 3 with the Application Response. Level 3 will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

- 7.2 Joint Planning. Joint planning between BellSouth and Level 3 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Level 3 during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Level 3 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Level 3 that the Collocation Space is ready for occupancy. In the event Level 3 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date. BellSouth will correct any deviations to Level 3's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Level 3 prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Level 3 has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Level 3 prior to the Provisioning Interval for those Premises in which Level 3 has a physical collocation arrangement with a POT bay provided by Level 3 or a virtual collocation arrangement, until Level 3 provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Level 3-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Level 3's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Level 3's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Level 3. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

- 7.5.4 BellSouth will bill Level 3 a nonrecurring charge, as set forth in Exhibit B, each time Level 3 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Level 3.
- 7.6 Use of BellSouth Certified Supplier. Level 3 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Level 3 and Level 3's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Level 3 must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Level 3 with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Level 3's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Level 3 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Level 3 or any supplier proposed by Level 3 and will not unreasonably withhold certification. All work performed by or for Level 3 shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Level 3 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Level 3's Collocation Space. Upon request, BellSouth will provide Level 3 with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Level 3. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Level 3 may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Level 3, such information will be provided to Level 3 in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Level 3 within one hundred eighty (180) calendar days of BellSouth's written denial of Level 3's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Level 3 was not informed in the written denial that physical

- Collocation Space would become available within such one hundred eighty (180) calendar days, then Level 3 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Level 3 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Level 3 an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Level 3.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, Level 3 cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Level 3 cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Level 3 for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Level 3, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

- 7.13 Basic Telephone Service. Upon request of Level 3, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Level 3. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Level 3's BFFO.
- 8.3 Recurring Charges. If Level 3 has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Level 3 fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Level 3 occupies the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Level 3 shall remit payment of the nonrecurring Firm Order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Level 3 as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Level 3 shall pay floor space charges based upon the following floor space calculation:

$[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Level 3's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Level 3 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.6 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for Level 3's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Level 3's option within the Premises. Recurring charges for DC Power will be monthly billed on a per fused amp basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Level 3's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Level 3 certifying the completion of the power reduction, including the removal of the power cabling by Level 3's BellSouth Certified Supplier.

8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. Level 3 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Level 3's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Level 3 must provide BellSouth with a copy of the engineering power specifications prior to the day on which Level 3's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Level 3's arrangement area. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Level 3 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

8.6.2 If Level 3 elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Level 3's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Level

- 3's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Level 3's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Level 3's option, Level 3 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Level 3's equipment or space enclosure. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Level 3's arrangement area.
- 8.6.4 In Alabama and Louisiana, Level 3 has the option to purchase power directly from an electric utility company. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Level 3 previously had power supplied by BellSouth, Level 3 may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by Level 3 in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, Level 3 has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this

- power arrangement, just as BellSouth is required to comply with these codes. Level 3 must submit an application to BellSouth for the appropriate amount of Collocation Space that Level 3 requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Level 3's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Level 3 shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Level 3 would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If Level 3 requests a reduction in the amount of power that BellSouth is currently providing, Level 3 must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Level 3 is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Level 3 must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Level 3 shall pay for such half-hour charges in the event Level 3 fails to show up. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Level 3 for access related issues.

8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Level 3's BFFO.

8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 Level 3 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of B+.

9.2 Level 3 shall maintain the following specific coverage:

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

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

9.3 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all Level 3's property has been removed from BellSouth's Premises, whichever period is longer.

9.4 Level 3 shall submit certificates of insurance reflecting the coverage required pursuant to this Section 30 business days prior to the commencement of any initial work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Level 3 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Level 3's insurance company. Level 3 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street

Atlanta, Georgia 30375

- 9.5 Level 3 must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Level 3's part, to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.6 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Level 3 under this Section.
- 9.7 Notwithstanding self-insured retentions, if Level 3's net worth exceeds five hundred million dollars (\$500,000,000), Level 3 may elect to request self insurance in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Level 3 shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Level 3 in the event that self insurance status is not granted to Level 3. If BellSouth approves Level 3 for self insurance, Level 3 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Level 3's corporate officers. The ability to self insure shall continue so long as Level 3 meets all of the requirements of this Section. If Level 3 subsequently no longer satisfies this Section, Level 3 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2. 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 9.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Level 3), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Level 3's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Level 3's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Level 3 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Level 3 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, consistent with FCC requirements, Level 3 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Level 3 employee hired in the past five years being considered for work on the Premises, for the states/counties where the Level 3 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Level 3 shall not be required to perform this investigation if an affiliated company of Level 3 has performed an investigation of the Level 3 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Level 3 has performed a pre-employment statewide investigation of criminal history records of the Level 3 employee for the states/counties where the Level 3 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Level 3 will be required to administer to its personnel assigned to the Premises security training provided on the BellSouth website, and as outlined in the CLEC Security Training documents.
- 12.3 Level 3 shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Level 3 employee will also have other photo identification identifying employment with Level 3. BellSouth reserves the right to remove from its Premises any employee of Level 3 not possessing identification issued by Level 3 or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Level 3 shall be solely responsible for ensuring that any Guest(s) of Level 3 is in compliance with all subsections of this Section.
- 12.4 Level 3 shall not assign to the Premises any personnel with records of felony criminal convictions. Level 3 shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising

BellSouth of the nature and gravity of the offense(s). BellSouth on a reasonable and nondiscriminatory basis, reserves the right to refuse building access to any Level 3 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Level 3 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Level 3 may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 Level 3 shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 Level 3 shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Level 3 employee or agent hired by Level 3 within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Level 3 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Level 3 may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.5.1 For all other Level 3 employees requiring access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, Level 3 shall promptly remove from Premises any employee of Level 3 BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Level 3 is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview Level 3's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Level 3's

Security representative of such interview. Level 3 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Level 3's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Level 3 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Level 3's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Level 3 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Level 3's employees, agents, or suppliers and where Level 3 agrees, in good faith, with the results of such investigation. Level 3 shall notify BellSouth in writing immediately in the event that Level 3 discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Level 3's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Level 3's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Level 3, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time

within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Level 3 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Level 3's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Level 3. Where allowed and where practical, Level 3 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Level 3 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Level 3's permitted use, until such Collocation Space is fully repaired and restored and Level 3's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Level 3 has placed an Adjacent Arrangement pursuant to Section 3.4, Level 3 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Level 3 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15 Nonexclusivity

- 15.1 Level 3 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Level 3 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Level 3 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Level 3 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Level 3 to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Level 3 will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Level 3 when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Level 3 space with proper notification. BellSouth reserves the right to stop any Level 3 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Level 3 are owned by Level 3. Level 3 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Level 3 or different hazardous materials used by Level 3 at Premises. Level 3 must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.
- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately

be reported by Level 3 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Level 3 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Level 3 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Level 3 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Level 3 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Level 3 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Level 3 further agrees to cooperate with BellSouth to ensure that Level 3's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Level 3, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from Level 3's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental

	EVET approval of supplier	Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS

	equipment	(Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

Version 1Q03: 02/28/03

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama											Attachment: 4		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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7.83										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.11	22.03	15.93	6.40	5.79						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						

COLLOCATION - Alabama												Attachment: 4		Exhibit: B						
CATEGORY	RATE ELEMENTS					Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								CLO	PE1BW	156.33										
								CLO	PE1CW	15.34										
								CLO	PE1AX	45.70										
								CLO	PE1A1	0.05	27.79									
								CLO	PE1AA		7.79									
								CLO	PE1AR		22.78									
								CLO	PE1AK		13.10									
								CLO	PE1AL		13.10									
								CLO	PE1SR		1,075.17									
								CLO	PE1C9		77.56									
								CLO	PE1CR		759.29	488.11	133.00							
								CLO	PE1CD		326.92		189.12							
								CLO	PE1CO		4.81		5.90							
								CLO	PE1C1		2.25		2.76							
								CLO	PE1C3		7.88		9.66							
								CLO	PE1CB		84.49		77.13							
								CLO	PE1BT		16.93	10.73								
								CLO	PE1OT		22.05	13.86								
								CLO	PE1PT		27.17	16.98								
								CLO	PE1BV		33.00									
								CLO	PE1BO		33.00									
								CLO	PE1B1		52.00									
								CLO	PE1B3		52.00									
								CLO	PE1BR		23.00									
								CLO	PE1BP		23.00									
								CLO	PE1BS		33.00									
								CLO	PE1BE		37.00									
								CLO	PE1B7		592.00									
								CLO	PE1ES	0.0011										
								CLO	PE1DS	0.0016										

COLLOCATION - Alabama										Attachment: 4		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
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,196.424	42.721								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.103									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,000.913	42.721								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.37									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA		0.14									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC		5.41									
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2		0.02	12.30	11.80	6.03	5.44					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4		0.04	12.39	11.87	6.39	5.73					
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1		1.03	22.03	15.93	6.40	5.79					
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3		13.95	20.89	15.20	7.38	5.92					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2		2.36	20.89	15.20	7.38	5.92					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4		4.52	25.55	19.86	9.71	8.25					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB		4.91									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD		9.84									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE		14.74									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG		34.06									
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.15									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71		22.49							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		3.22									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		7.83									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX		14.97									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNCX	UEAC2		0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL, UDN, UNCVX, UNCDX	UEAC4		0.05	12.39	11.87	6.39	5.73					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F		2.84	20.89	15.20	7.38	5.92					

COLLOCATION - Alabama											Attachment: 4		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
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25					
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92					
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.37								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92	326.92	189.12						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13						
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98							
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.56								

COLLOCATION - Florida														Attachment: 4		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	
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,597.00									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00									
		Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.86										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96										
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7.80										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.43									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.38										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.77										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	16.81	25.48	14.05	7.77	5.01						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.45										

COLLOCATION - Florida												Attachment: 4		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
													</				

COLLOCATION - Florida										Attachment: 4		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
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,169.133	42.712								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.009									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973.661	42.712								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.24									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.54									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.54									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80						
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.22	44.24	31.98	12.07	10.91						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	16.56	41.94	30.52	13.91	11.15						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
		Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96										
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		4,122.00	1,249.00								
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.00									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00									
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57									
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57									
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00									
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00									

COLLOCATION - Florida												Attachment: 4		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7.50	155.00	14.00								
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDSX, UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.54									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525.00		267.08							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50		379.78							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66		11.84							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82		19.40							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67		154.89							
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89									
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64									
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40									
		Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57									
		Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57									
		Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64									
		Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64									
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00									
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00									
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89									
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64									
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40									
		Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.54									

COLLOCATION - Georgia													Attachment: 4		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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98		0.59						
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59						
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		141.10								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.01									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.23									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61									
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51						
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52									
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21									
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	4.78									
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.80								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.14									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.30									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65									
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0197									
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0393									
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	0.3726									
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	4.06									
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72									
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	3.30									

COLLOCATION - Georgia												Attachment: 4		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
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74										
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00									
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.20									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.75									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.42									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										

COLLOCATION - Georgia												Attachment: 4		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
															</				

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0375										
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73										
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.45										
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.3726										
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0023										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		553.43									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06	125.75							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.52	10.83								
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.92	14.19								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.31	17.55								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44	14.19								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55								
	Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.42									
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EE	0.23										
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)	I		AMTFS	VE1EF		755.15		21.51							
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EG		9.12									

COLLOCATION - Kentucky														Attachment: 4		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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																		
		Physical Collocation - Initial Application Fee				CLO	PE1BA		3,773.54									
		Physical Collocation - Subsequent Application Fee				CLO	PE1CA		3,145.35									
		Physical Collocation Administrative Only - Application Fee				CLO	PE1BL		742.12									
		Physical Collocation - Space Preparation - Firm Order Processing				CLO	PE1SJ		1,206.07									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				CLO	PE1SK	2.32										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot				CLO	PE1SL	3.26										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage				CLO	PE1SM	110.57										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		1,729.11		45.16							
		Physical Collocation - Floor Space, per sq feet				CLO	PE1PJ	7.99										
		Physical Collocation - Cable Support Structure, per Entrance Cable				CLO	PE1PM	19.86										
		Physical Collocation - Power, -48V DC Power - per Fused Amp				CLO	PE1PL	8.06										
		Physical Collocation - Power Reconfiguration Only, Application Fee				I	CLO	PE1PR		399.50								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp				CLO	PE1FB	5.44										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp				CLO	PE1FD	10.88										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp				CLO	PE1FE	16.32										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp				CLO	PE1FG	37.68										
		Physical Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.48	44.23	31.98	12.81	11.57						
		Physical Collocation - DS3 Cross-Connect, provisioning				UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	18.89	41.93	30.51	14.75	11.83						
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
		Physical Collocation - 4-Fiber Cross-Connect				ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						

COLLOCATION - Kentucky												Attachment: 4		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
								CLO	PE1BW	184.97										
								CLO	PE1CW	18.14										
								CLO	PE1AX	76.10										
								CLO	PE1A1	0.058	55.79									
								CLO	PE1AA		15.64									
								CLO	PE1AR		45.74									
								CLO	PE1AK		26.29									
								CLO	PE1AL		26.29									
								CLO	PE1SR		2,158.67									
								CLO	PE1C9		77.55									
								CLO	PE1CR		1,524.45	980.01	267.02							
								CLO	PE1CD		656.37		379.70							
								CLO	PE1CO		9.65		11.84							
								CLO	PE1C1		4.52		5.54							
								CLO	PE1C3		15.81		19.39							
								CLO	PE1CB		169.63		154.85							
								CLO	PE1BT		33.98	21.53								
								CLO	PE1OT		44.26	27.81								
								CLO	PE1PT		54.54	34.09								
								CLO	PE1BV		33.00									
								CLO	PE1BO		33.00									
								CLO	PE1B1		52.00									
								CLO	PE1B3		52.00									
								CLO	PE1BR		23.00									
								CLO	PE1BP		23.00									
								CLO	PE1BS		33.00									
								CLO	PE1BE		37.00									
								CLO	PE1B7		592.00									
								CLO	PE1ES	0.0012										
								CLO	PE1DS	0.0018										

COLLOCATION - Kentucky										Attachment: 4		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
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,224.485	42.719								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.102									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,028.981	42.719								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.55									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.55									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46						
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	18.61	41.93	30.51	14.75	11.83						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01							
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.12									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDCX, UNCCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDCX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						

COLLOCATION - Kentucky										Attachment: 4		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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.55									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.54	34.09								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09								
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.55									

COLLOCATION - Louisiana														Attachment: 4		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	
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.04	21.39	15.47								
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	13.21	20.28	14.76								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29								

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10									
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224									
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07								
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.43								
		Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97									
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29									
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08									
		Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04									
		Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13									
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49							
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015									

COLLOCATION - Louisiana												Attachment: 4		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

COLLOCATION - Louisiana											Attachment: 4		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
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29							
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47							
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76							
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0024									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		534.79								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97									
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29									
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08									
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04									
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13									
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49							
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.43								

COLLOCATION - Mississippi														Attachment: 4		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
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.52										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	85.67										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.74										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	7.33										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.29										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	10.58										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	15.87										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	36.65										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNCX	PE1P1	1.14	22.16	16.02	6.60	5.97						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.49	21.01	15.29	7.61	6.10						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						

COLLOCATION - Mississippi												Attachment: 4		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
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		183.20												
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		17.97												
		Physical Collocation - Security Access System, Security System, per Central Office	I		CLO	PE1AX		75.23												
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1		0.0576	27.95											
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84												
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91												
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17												
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17												
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		1,081.40												
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.41												
		Physical Collocation - Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77										
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22										
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93										
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78										
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72										
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58										
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79											
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94											
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08											
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00												
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00												
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00												
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00												
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00												
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00												
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00												
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00												
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00												
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES		0.001												
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS		0.0015												

COLLOCATION - Mississippi											Attachment: 4		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
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13								
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,265.629	42.641							
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.069								
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,070.484	42.641							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.65								
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.65								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68									
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0223	12.37	11.87	6.04	5.45					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0446	12.47	11.94	6.59	5.91					
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.05	22.16	16.02	6.60	5.97					
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.27	21.01	15.29	7.61	6.10					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65									
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		740.76								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62						
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNC NX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10					

COLLOCATION - Mississippi											Attachment: 4		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
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50					
		Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10					
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0025									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		534.65								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.65								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	490.94	133.77						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58						
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		17.02	10.79							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.17	13.94							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.32	17.08							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08							
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.41								

COLLOCATION - North Carolina											Attachment: 4		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
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee	I		CLO	PE1BA			2,322.00								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA			2,311.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL			741.44								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ			1,196.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.42										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.88										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	97.98										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable	I		CLO	PE1BD			1,701.00								
		Physical Collocation - Floor Space, per sq feet	I		CLO	PE1PJ	2.30										
		Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	20.57										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	7.65										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR			399.13								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.50										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.01										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.51										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.12										
		Physical Collocation - 2-wire cross-connect, loop, provisioning	I		UEANL,UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0309	33.53	31.65								
		Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	33.67	31.70								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.38	52.87	39.86								
		Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	51.97	38.59								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59								

COLLOCATION - North Carolina											Attachment: 4		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
		Physical Collocation - 4-Fiber Cross-Connect	I		ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW		559.81									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	I		CLO	PE1CW		25.37									
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
		Physical Collocation - Security Access System, Security System, per Central Office	I		CLO	PE1AX	41.03										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.062	15.00									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00									
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,140.00	2,140.00								
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.48									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,707.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		923.08									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02									
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.43									
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.51									
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		278.82									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									

COLLOCATION - North Carolina												Attachment: 4		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
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.66									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,167.175	42.68								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.086									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		971.852	42.68								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.234									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		575.93		1.16							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		806.66		1.16							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,023.00		1.16							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532.72									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532.72									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0239	33.53	31.65								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0477	33.67	31.70								
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.28	52.87	39.86								
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	17.35	51.97	38.59								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,139.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12										
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAf		1,208.00		1.16			26.94	12.76			
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		741.44									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00					26.94	12.76			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	12.60										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0208						26.94	12.76			
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL, UDN, UNCVX, UNCDX	UEAC4	0.0417						26.94	12.76			

COLLOCATION - North Carolina												Attachment: 4		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
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.86							26.94	12.76	
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.73							26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.3978							26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.18							26.94	12.76	
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		532.72						26.94	12.76	
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72						26.94	12.76	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1474.00 I	947.42 S	247.64 I	247.64 S					
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		629.42 I	629.42 S	350.10 I	350.10 S					
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.87 I	8.87 S	10.43 I	10.43 S					
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.40 I	4.40 S	5.17 I	5.17 S					
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.38 I	15.38 S	18.09 I	18.09 S					
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		165.38 I	165.38 S	144.87 I	144.87 S					
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					26.94	12.76	
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					26.94	12.76	
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					26.94	12.76	
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.59	21.45					26.94	12.76	
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		70.24	28.11					26.94	12.76	
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		87.88	34.77					26.94	12.76	
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.48								

COLLOCATION - South Carolina											Attachment: 4		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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	9.19										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.33									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.12	22.08	15.96	6.42	5.80						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						

COLLOCATION - South Carolina

									Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19						
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50						
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72						
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85					
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81					
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83					
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13					
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13					
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57					
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71					
	Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29			
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54			
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91			
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77			
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68			
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30			
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75				
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89				
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02				
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00					
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015						

COLLOCATION - South Carolina												Attachment: 4		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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.14									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		536.56									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		536.56									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74						
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.00	20.94	15.23	7.39	5.93						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.66									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNC NX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						