

UNBUNDLED NETWORK ELEMENTS - North 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. Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.28						40.18	9.45			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.28						40.18	9.45			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.28						40.18	9.45			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.28						40.18	9.45			
	NC Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPUA	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPUB	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPUC	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPUD	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPUE	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPUF	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPUG	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPUT	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPUU	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPUV	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPU3	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPUH	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPUW	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPUJ	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPUM	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPUO	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPUP	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPUQ	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPUR	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPUS	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPU4	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPU5	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPU6	2.28						40.18	9.45			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPU7	2.28						40.18	9.45			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPUZ	2.28						40.18	9.45			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPU9	2.28						40.18	9.45			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPU2	2.28						40.18	9.45			

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							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Switching															
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.903										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP9D	LNPCc	0.35										
		Features															
		All Standard Features Offered, per port			UEP9D	UEPVF	3.40										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	457.83					40.18	9.45			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.40										
		NARS															
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				40.18	9.45			
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				40.18	9.45			
		Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				40.18	9.45			
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9D	CEND6	12.36										
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9D	M1HD1	186.23										
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	28.81					40.18	9.45			
													40.18	9.45			
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.00										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0282										
		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	0.65										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.65										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.65										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.65										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.65										
		Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.65										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.65										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.77	0.40					40.18	9.45		
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	695.11						40.18	9.45		
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	695.11						40.18	9.45		
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73						40.18	9.45		
		4-Wire Digital (1.544 Megabits)															
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
		Note 2 - Requires Interoffice Channel Mileage															
		Note 3 - Requires Specific Customer Premises Equipment															
		NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
OPERATIONAL SUPPORT SYSTEMS																		
		NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECE rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		Manual Service Order Charge, per LSR, Disconnect Only (SC)				SOMAN					1.97							
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMECE		3.50										
UNBUNDLED EXCHANGE ACCESS LOOP																		
		2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		14.94	37.92	17.62	23.56	5.32		15.69				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.39	37.92	17.62	23.56	5.32		15.69				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.72	37.92	17.62	23.56	5.32		15.69				
		Loop Testing - Basic 1st Half Hour			UEANL	URET1			34.23	34.23				15.69				
		Loop Testing - Basic Additional Half Hour			UEANL	URETA			19.90	19.90				15.69				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO			15.81	8.96				15.69				
		Engineering Information Document (EI)			UEANL				13.47	13.47								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			8.17	8.17								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			18.13	18.13								
		2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		12.94	36.40	16.10	22.66	4.42		15.69				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		14.51	36.40	16.10	22.66	4.42		15.69				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		15.02	36.40	16.10	22.66	4.42		15.69				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			8.17	8.17				15.69				
		Engineering Information Document			UEQ				13.47	13.47				15.69				
		Loop Testing - Basic 1st Half Hour			UEQ	URET1			34.23	34.23				15.69				
		Loop Testing - Basic Additional Half Hour			UEQ	URETA			19.90	19.90				15.69				
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO			14.30	7.45				15.69				
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		14.94	37.92	17.62	23.56	5.32		15.69				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		14.94	37.92	17.62	23.56	5.32		15.69				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		21.39	37.92	17.62	23.56	5.32		15.69				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		21.39	37.92	17.62	23.56	5.32		15.69				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		26.72	37.92	17.62	23.56	5.32		15.69				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		26.72	37.92	17.62	23.56	5.32		15.69				
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		16.68	105.98	68.43	53.05	10.61		15.69				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		23.13	105.98	68.43	53.05	10.61		15.69				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		28.46	105.98	68.43	53.05	10.61		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL			18.13									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		16.68	105.98	68.43	53.05	10.61		15.69				

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61		15.69					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61		15.69					
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44				15.69					
		4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69					
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69					
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69					
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44				15.69					
		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		15.69					
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69					
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69					
		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				15.69					
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	25.21	117.58	80.03	53.05	10.61		15.69					
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	32.76	117.58	80.03	53.05	10.61		15.69					
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.70	117.58	80.03	53.05	10.61		15.69					
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.82	44.25				15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13										
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93		15.69					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93		15.69					
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93		15.69					
		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				15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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				15.69					
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		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				15.69					
		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		15.69					
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73		15.69					
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73		15.69					
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.13										
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13				15.69					
		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		15.69					
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61		15.69					
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61		15.69					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61		15.69					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61		15.69					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61		15.69					
		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		15.69					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61		15.69					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61		15.69					
		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				15.69					
		2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93		15.69					
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93		15.69					
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93		15.69					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17									
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93		15.69					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93		15.69					
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93		15.69					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17									
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	38.22	119.91	69.62	50.37	7.93		15.69					
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.33	119.91	69.62	50.37	7.93		15.69					
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	67.95	119.91	69.62	50.37	7.93		15.69					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17									
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	38.22	94.87	56.89	50.37	7.93		15.69					

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina

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
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.69	22.69			15.69				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84			15.69				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.58	55.58			15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		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	15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71	15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71	15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71	15.69				
		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	15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09	15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09	15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11			15.69				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11			15.69				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		278.82	6.13			15.69				
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20			15.69				
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79			15.69				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53			15.69				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92			15.69				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92			15.69				
SUB-LOOPS																
		Sub-Loop Feeder														
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN, UCL, UDL, UDC	USBFW		241.42				15.69				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN, UCL, UDL, UDC	USBFX		22.69	22.69			15.69				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		523.87	11.34			15.69				

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	SOMAN	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.93	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	11.74	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	14.74	93.28	56.69	54.68	13.74		15.69					
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.13										
		Unbundld Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.93	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	11.74	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	14.74	93.28	56.69	54.68	13.74		15.69					
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.13										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.93	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	11.74	93.28	56.69	54.68	13.74		15.69					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	14.74	93.28	56.69	54.68	13.74		15.69					
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.13										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.63	107.91	70.36	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.57	107.91	70.36	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	26.04	107.91	70.36	62.26	17.52		15.69					
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.63	107.91	70.36	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.57	107.91	70.36	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	26.04	107.91	70.36	62.26	17.52		15.69					
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13										
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.05	106.47	68.92	55.81	13.37		15.69					
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	20.92	106.47	68.92	55.81	13.37		15.69					
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	23.49	106.47	68.92	55.81	13.37		15.69					
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.13										
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.05	106.47	68.92	55.81	13.37		15.69					
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	20.92	106.47	68.92	55.81	13.37		15.69					
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	23.49	106.47	68.92	55.81	13.37		15.69					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.85	102.19	64.64	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	109.16	102.19	64.64	62.26	17.52		15.69					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	203.35	102.19	64.64	62.26	17.52		15.69					
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.13										
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.98	83.97	46.42	53.14	10.69		15.69					
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.80	83.97	46.42	53.14	10.69		15.69					
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.59	83.97	46.42	53.14	10.69		15.69					
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13										
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.21	101.22	63.67	58.03	13.29		15.69					
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	8.28	101.22	63.67	58.03	13.29		15.69					
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.42	101.22	63.67	58.03	13.29		15.69					
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13										
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	21.02	102.19	64.64	62.26	17.52		15.69					
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.30	102.19	64.64	62.26	17.52		15.69					
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	20.17	102.19	64.64	62.26	17.52		15.69					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contract Name, Provisioning Only - No Rate				UEANL,UEF,UEQ,UENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																		
		Unbundled Contact Name, Provisioning Only - no rate				UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate				USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
		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		15.69				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX	1L5ND	12.26						15.69				
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77		15.69				
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	PSUMK		0.34	0.34								
HIGH FREQUENCY SPECTRUM																		
SPLITTERS-CENTRAL OFFICE BASED																		
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	216.22	189.21	0.00	178.38	0.00		15.69				
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	54.05	189.21	0.00	178.38	0.00		15.69				
		Line Sharing Splitter, Per System, 8 Line Capacity		I		ULS	ULSD8	18.02	189.21	0.00	178.38	0.00		15.69				
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)				ULS	ULSDG		86.67		49.95			15.69				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																		
		Line Sharing - per Line Activation (BST owned Splitter)				ULS	ULSDC	0.61	18.55	10.62	10.04	4.93		15.69				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)				ULS	ULSDS		16.42	8.21				15.69				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)				ULS	ULSCS		16.42	8.21				15.69				
		Line Sharing - per Line Activation (DLEC owned Splitter)		I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		15.69				
		Line Splitting - per line activation DLEC owned splitter		I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical		I		UEPSR UEPSB	UREBP	0.644	37.09	21.24	20.07	9.85		15.69				
		Line Splitting - per line activation BST owned - virtual		I		UEPSR UEPSB	UREBV	0.642	37.09	21.24	20.07	9.85		15.69				
UNBUNDLED DEDICATED TRANSPORT																		
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																		
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 per month				U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91		15.69				
		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 per month				U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month				U1TVX	1L5XX	0.0167										

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	SOMAN
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91		15.69				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48		15.69				
		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		15.69				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59		15.69				
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	15.33	193.53	33.24	36.72	3.21		15.69				
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69				
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	11.93										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	446.00	452.52	264.53	119.75	83.77		15.69				
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	11.93										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69				
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.19	6.59	4.73				15.69				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.56	6.59	4.73				15.69				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.56	6.59	4.73				15.69				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	8.64	6.59	4.73				15.69				
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.64	6.59	4.73				15.69				
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73				15.69				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	97.65										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		640.51	138.17	317.76	198.11		15.69				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	36.41										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		640.51	138.17	317.76	198.11		15.69				

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	SOMAN	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	97.65											
		NRC Dark Fiber - Local Loop			UDF	UDFL4		640.51	138.17	317.76	198.11		15.69					
TRANSPORT OTHER																		
		Optional Features & Functions:																
8XX ACCESS TEN DIGIT SCREENING																		
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006673											
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.59	0.44				15.69					
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.95	0.81	4.58	0.54		15.69					
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.95	0.81	4.58	0.54		15.69					
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.59	1.30				15.69					
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.03	1.74				15.69					
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.03	0.44				15.69					
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.59	2.59				15.69					
		8XX Access Ten Digit Screening, w/ 8XX No. Delivery			OHD		0.0006673											
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.0006673											
LINE INFORMATION DATA BASE ACCESS (LIDB)																		
		LIDB Common Transport Per Query			OQT		0.0000246											
		LIDB Validation Per Query			OQU		0.0138158											
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.40		42.18			15.69					
SIGNALING (CCS7)																		
		CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49											
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000692											
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69					
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69					
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000173											
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65		15.69					
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65		15.69					
E911 SERVICE																		
		Local Channel - Dedicated - 2-wr Voice Grade					15.33	193.53	33.24	36.72	3.21		15.69					
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0167											
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					24.30	40.63	27.47	16.77	6.91		15.69					
		Local Channel - Dedicated - DS1 - Zone 1					42.62	177.87	154.06	22.24	15.30		15.69					
		Local Channel - Dedicated - DS1 - Zone 2					70.32	177.87	154.06	22.24	15.30		15.69					
		Local Channel - Dedicated - DS1 - Zone 3					190.68	177.87	154.06	22.24	15.30		15.69					
		Interoffice Transport - Dedicated - DS1 Per Mile					0.3415											
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48		15.69					
CALLING NAME (CNAM) SERVICE																		
		CNAM For DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69					
		CNAM For Non DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69					
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			993.09	734.47	269.53	198.18		15.69					
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			343.09	245.69	275.87	198.18		15.69					
		CNAM for DB Owners, Per Query			OQV		0.0010433											
		CNAM for Non DB Owners, Per Query			OQV		0.0010433											

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2	Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
LNP Query Service															
	LNP Charge Per query					0.0008837									
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07		15.69			
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18		15.69			
OPERATOR CALL PROCESSING															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
INWARD OPERATOR SERVICES															
	Inward Operator Services - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
BRANDING - OPERATOR CALL PROCESSING															
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.69			
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				15.69			
	Unbranding via OLNS for UNEP CLEC														
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.69			
DIRECTORY ASSISTANCE SERVICES															
	DIRECTORY ASSISTANCE ACCESS SERVICE														
	Directory Assistance Access Service Calls, Charge Per Call					0.275									
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
	DIRECTORY TRANSPORT														
DIRECTORY ASSISTANCE SERVICES															
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)														
	Directory Assistance Data Base Service Charge Per Listing					0.04									
	Directory Assistance Data Base Service, per month				DBSOF	150.00									
BRANDING - DIRECTORY ASSISTANCE															
	Facility Based CLEC														
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00							
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00							
	UNEP CLEC														
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00							
	Unbranding via OLNS for UNEP CLEC														
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							
SELECTIVE ROUTING															
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.89	84.89	14.14	14.14		15.69			
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Cost			AMTFS	EA F		1,207.95	1,207.95	0.51	0.51					
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54					
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
	Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	9.19									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									

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	SOMAN
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		15.69				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		15.69				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		15.69				
	Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12	22.08	15.96	6.42	5.80		15.69				
	Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93		15.69				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				

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UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY			RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69			
			First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69			
			First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69			
			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		15.69			
			DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
			Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
			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		15.69			
			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		15.69			
			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		15.69			
			Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
			Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
			First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69			
			First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69			
			First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69			
			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		15.69			
			Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
			Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
			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		15.69			
			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		15.69			
			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		15.69			
			Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
			First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69			
			First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69			
			First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69			
			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		15.69			
			Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59	15.69				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90	15.69				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	15.69				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	15.69				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00	15.69				
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61	15.69				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61	15.69				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61	15.69				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134									
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91	15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00	15.69				
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61	15.69				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61	15.69				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61	15.69				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134									
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91	15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00	15.69				
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	12.26									
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77	15.69				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59	15.69				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00	15.69				
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	12.26									
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77	15.69				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.42									
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59	15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

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			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69					
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69					
		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		15.69					
		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		15.69					
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			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		15.69					
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69					
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69					
		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		15.69					
		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		15.69					
		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		15.69					
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination- per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69					
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69					
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69					
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69					
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42											
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		15.69					
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90		15.69					
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69					
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69					
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69					
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69					
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69					
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69					
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69					
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69					
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0134											
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91		15.69					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1			1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69			
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2			2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69			
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3			3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69			
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile				UNCDX	1L5XX	0.0134									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination				UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91		15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
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 South Carolina, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (SynchroNet)															
		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		15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps				UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1				UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3				UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1				UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69			
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month				UNCXV	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69			
		Local Channel - Dedicated - 4-Wire Voice Grade per month				UNCXV	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69			
		Local Channel - Dedicated - DS1 per month Zone 1			1	UNC1X	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69			
		Local Channel - Dedicated -DS1 Per Month Zone 2			2	UNC1X	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69			
		Local Channel - Dedicated - DS1- Per Month Zone 3			3	UNC1X	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69			
		Local Channel - Dedicated - DS3 - Per Mile per month				UNC3X	1L5NC	11.93									
		Local Channel - Dedicated - DS3 - Facility Termination per month				UNC3X	ULDF3	446.00	452.52	264.53	119.75	83.77		15.69			
		Local Channel - Dedicated - STS-1- Per Mile per month				UNCSX	1L5NC	11.93									
		Local Channel - Dedicated - STS-1 - Facility Termination per month				UNCSX	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69			
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	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.				UEPSR	UEPRC	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.				UEPSR	UEPRO	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.				UEPSR	UEPAU	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)				UEPSR	UEPAJ	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)				UEPSR	UEPAP	1.65	2.38	2.28	1.42	1.33		15.69			
		Subsequent Activity				UEPSR	USASC	0.00	0.00	0.00				15.69			
FEATURES																	

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00				15.69				
	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		15.69				
	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		15.69				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33		15.69				
	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		15.69				
	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		15.69				
	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		15.69				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.69				
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00				15.69				
	All Available Vertical Features				UEPVF	3.04	0.00	0.00				15.69				
	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		15.69				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Vce Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90		15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90		15.69				
	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		15.69				
	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		15.69				
	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		15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90		15.69				
	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		15.69				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.69				
	FEATURES															
	All Available Vertical Features			UEPSP	UEPVF	3.04	0.00	0.00				15.69				
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					1.65	2.38	2.28	1.42	1.33		15.69				
	Local Switching Features offered with Port															
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES (DID & PBX)															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77		15.69				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	73.62	202.47	95.90	72.75	2.47		15.69				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	13.38	72.93	53.11	47.90	10.76		15.69				
	All Features Offered			UEPTX	UEPSX	3.04	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	107.44	204.27	101.78	79.35	20.10		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)		
													SOMAN	SOMAN	SOMAN
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									
	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.														
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.														
	For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.														
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Zone 1		1			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	37.93	16.72				15.69			
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.13	37.93	16.72				15.69			
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.13	37.93	16.72				15.69			
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPRX	UEPAU	1.13	37.93	16.72				15.69			
	2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPRX	UEPAJ	1.13	37.93	16.72				15.69			
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72				15.69			
	FEATURES														
	All Features Offered			UEPRX	UEPVF	3.04	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		0.10	0.10				15.69			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				15.69			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.69			
	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	37.93	16.72				15.69			

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	SOMAN
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.13	37.93	16.72				15.69				
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.13	37.93	16.72				15.69				
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	37.93	16.72				15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	3.04	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		0.10	0.10				15.69				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				15.69				
	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	37.93	16.72				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	3.04	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		7.93	1.91				15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.93	1.91				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						7.34	7.34				15.69				
	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	37.93	16.72				15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.13	37.93	16.72				15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.13	37.93	16.72				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.13	37.93	16.72				15.69				
		2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	1.13	37.93	16.72				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	3.04	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		7.93	1.91				15.69				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.93	1.91				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						7.34	7.34				15.69				
		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	37.93	16.72				15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	1.13	37.93	16.72				15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	1.13	37.93	16.72				15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	1.13	37.93	16.72				15.69				
		2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	1.13	37.93	16.72				15.69				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	1.13	37.93	16.72				15.69				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	1.13	37.93	16.72				15.69				
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	1.13	37.93	16.72				15.69				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	1.13	37.93	16.72				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	1.13	37.93	16.72				15.69				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	1.13	37.93	16.72				15.69				
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	1.13	37.93	16.72				15.69				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.13	37.93	16.72				15.69				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.13	37.93	16.72				15.69				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	37.93	16.72				15.69				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				15.69				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.69				
		UNBUNDLED REMOTE CALL FORWARDING - RES															
		Non-Recurring															
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UEPVJ	1.65	2.38	2.28	1.42	1.33		15.69				
		Non-Recurring															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			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		15.69				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.32	1.87				15.69				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87				15.69				
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.84					15.69				
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				15.69				
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00				15.69				
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				15.69				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00				15.69				
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				15.69				
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.69				
		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															

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS		USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		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	USL2X	21.90							15.69		
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	29.64							15.69		
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	35.27							15.69		
	UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	8.96	190.51	133.14	100.95	21.37			15.69		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	38.59	27.08					15.69		
	ADDITIONAL NRCS																
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	3.04	0.00	0.00					15.69		
	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			15.69		
		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																
	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							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	155.43							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	261.89							15.69		
	UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP		UEPPP	85.95	457.30	259.67	124.15	31.83			15.69		
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP		USACP	0.00	119.34	78.73					15.69		
	ADDITIONAL NRCS																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP		PR7TF		0.49	0.49					15.69		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP		PR7TO		11.54	11.54					15.69		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP		PR7ZT		23.07	23.07					15.69		

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	SOMAN	
	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							15.69			
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.56							15.69			
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.56							15.69			
	CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00									
	Outward			UEPPP	PR7C0	0.00	0.00	0.00									
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00									
	Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48				15.69			
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415											
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		149.77											
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.33											
	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								15.69			
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43								15.69			
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89								15.69			
	UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	58.90	455.50	253.79	117.55	14.20				15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.78	67.17						15.69			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.78	67.17						15.69			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.78	67.17						15.69			
	ADDITIONAL NRCS																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.51	14.51						15.69			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.51	14.51						15.69			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.51	14.51						15.69			
	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						15.69			
	BIPOLAR 8 ZERO SUBSTITUTION														15.69		
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00						15.69			
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00						15.69			
	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								15.69			
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00								15.69			
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00								15.69			
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00						15.69			
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00								15.69			
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00						15.69			
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00						15.69			
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00						15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	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			15.69			
		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 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																			
	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					15.69			
		48 DSO Channel Capacity - 1 per 2 DS1s						UEPMG	VUM48	165.56	0.00	0.00					15.69			
		96 DSO Channel Capacity -1per 4 DS1s						UEPMG	VUM96	331.12	0.00	0.00					15.69			
		144 DSO Channel Capacity - 1 per 6 DS1s						UEPMG	VUM14	496.68	0.00	0.00					15.69			
		192 DSO Channel Capacity -1 per 8 DS1s						UEPMG	VUM19	662.24	0.00	0.00					15.69			
		240 DSO Channel Capacity - 1 per 10 DS1s						UEPMG	VUM20	827.80	0.00	0.00					15.69			
		288 DSO Channel Capacity - 1 per 12 DS1s						UEPMG	VUM28	993.36	0.00	0.00					15.69			
		384 DSO Channel Capacity - 1 per 16 DS1s						UEPMG	VUM38	1,324.48	0.00	0.00					15.69			
		480 DSO Channel Capacity - 1 per 20 DS1s						UEPMG	VUM40	1,655.60	0.00	0.00					15.69			
		576 DSO Channel Capacity -1 per 24 DS1s						UEPMG	VUM57	1,986.72	0.00	0.00					15.69			
		672 DSO Channel Capacity - 1 per 28 DS1s						UEPMG	VUM67	2,317.84	0.00	0.00					15.69			
	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					15.69			
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																			
	New (Not Currently Combined) In GA, KY, LA, MS & TN Only																			
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only						UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69			15.69			
	Bipolar 8 Zero Substitution																			
		Clear Channel Capability Format, superframe - Subsequent Activity Only						UEPMG	CCOSF	0.00	0.00	605.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only						UEPMG	CCOEF	0.00	0.00	605.00								
	Alternate Mark Inversion (AMI)																			
		Superframe Format						UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format						UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																			
	Exchange Ports																			
		Line Side Combination Channelized PBX Trunk Port - Business						UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00			15.69			
		Line Side Outward Channelized PBX Trunk Port - Business						UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00			15.69			
		Line Side Inward Only Channelized PBX Trunk Port without DID						UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00			15.69			
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port						UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00			15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activations - Unbundled Loop Concentration																	
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank					UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17			15.69		
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank					UEPPX	1PQWU	0.56	78.31	18.46	59.37	11.60			15.69		
	Telephone Number/ Group Establishment Charges for DID Service																	
		DID Trunk Termination (1 per Port)					UEPPX	NDT	0.00	0.00	0.00							
		Etab 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							
	FEATURES - Vertical and Optional																	
	Local Switching Features Offered with Line Side Ports Only																	
		All Features Available					UEPPX	UEPVF	3.04	0.00	0.00					15.69		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																		
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																		
These scenarios include:																		
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																		
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																		
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																		
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																		
The Market Rate for unbundled ports includes all available features in all states.																		
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																		
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																		
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			27.76									
		2-Wire VG Loop/Port Combo - Zone 2				2			34.38									
		2-Wire VG Loop/Port Combo - Zone 3				3			40.04									
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 (Res)																		
		2-Wire voice unbundled port - residence					UEPRX	UEPRL	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled port with Caller ID - res					UEPRX	UEPRC	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled port outgoing only - res					UEPRX	UEPRO	14.00	90.00	90.00				15.69			
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)					UEPRX	UEPAP	14.00	90.00	90.00				15.69			
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)					UEPRX	LNPCX	0.35									
FEATURES																		
		All Features Offered					UEPRX	UEPVF	0.00	0.00	0.00				15.69			
ADDITIONAL NRCs																		
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent					UEPRX	USAS2		0.00	0.00				15.69			
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			27.76									
		2-Wire VG Loop/Port Combo - Zone 2				2			34.38									
		2-Wire VG Loop/Port Combo - Zone 3				3			40.04									
UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1				1	UEPBX	UEPLX	13.76									

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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	14.00	90.00	90.00				15.69				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				15.69				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				15.69				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	14.00	90.00	90.00				15.69				
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	14.00	90.00	90.00				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				
		ADDITIONAL NRCs															
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				15.69				
		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			27.76										
		2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
		2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - 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	14.00	90.00	90.00				15.69				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69				
		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			27.76										
		2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
		2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - 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	14.00	90.00	90.00				15.69				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				15.69				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				15.69				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				15.69				

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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				15.69			
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES															
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				15.69			
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				15.69			
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				15.69			
	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			27.76									
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			34.38									
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			40.04									
	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 Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+ & Local; Enhanced Calling OPT 3YV (SC)			UEPCO	UEPCE	14.00	90.00	90.00				15.69			
		2-Wire Coin 2-W Oper Screen & Block: 900/976, 1+DDD, 011+, & Local; Enhanced Calling OPT AP7 (SC)			UEPCO	UEPCF	14.00	90.00	90.00				15.69			
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	14.00	90.00	90.00				15.69			
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	14.00	90.00	90.00				15.69			
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	14.00	90.00	90.00				15.69			
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	14.00	90.00	90.00				15.69			
		2-Wire Coin Out Oper Screen & Block: 900/976, 1+DDD, 011+, & Local ; w/ Enhanced Call OPT 3YW (SC)			UEPCO	UEPCP	14.00	90.00	90.00				15.69			
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35									

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs																	
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent						UEPCO	USAS2	0.00	0.00			15.69				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																		
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1					1			73.68								
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2					2			80.13								
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3					3			85.46								
UNE Loop Rates																		
		2-Wire Analog Voice Grade Loop - (SL2) - Statewide					sw											
		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	57.00	600.00	75.00		15.69				
NONRECURRING CHARGES - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only						UEPPX	USAC1	125.00	75.00			15.69				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only						UEPPX	USA1C	125.00	75.00			15.69				
ADDITIONAL NRCs																		
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk						UEPPX	USAS1	53.68				15.69				
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	76.90								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					2	UEPPB	UEPPR	84.64								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					3	UEPPB	UEPPR	90.27								
UNE Loop Rates																		
		2-Wire ISDN Digital Grade Loop - Statewide					sw	UEPPB	UEPPR	USL2X								
		2-Wire ISDN Digital Grade Loop - UNE Zone 1					1	UEPPB	UEPPR	USL2X	21.90							
		2-Wire ISDN Digital Grade Loop - UNE Zone 2					2	UEPPB	UEPPR	USL2X	29.64							
		2-Wire ISDN Digital Grade Loop - UNE Zone 3					3	UEPPB	UEPPR	USL2X	35.27							
UNE Port Rate																		
		Exchange Port - 2-Wire ISDN Line Side Port						UEPPB	UEPPR	UEPPB	55.00	525.00	400.00		15.69			
NONRECURRING CHARGES - CURRENTLY COMBINED																		
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only						UEPPB	UEPPR	USACB	0.00	225.00	225.00		15.69			
ADDITIONAL NRCs																		
LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)						UEPPB	UEPPR	LNPCX	0.35	0.00	0.00					
B-CHANNEL USER PROFILE ACCESS:																		
		CVS/CSD (DMS/5ESS)						UEPPB	UEPPR	U1UCA	0.00	0.00	0.00					
		CVS (EWSD)						UEPPB	UEPPR	U1UCB	0.00	0.00	0.00					
		CSD						UEPPB	UEPPR	U1UCC	0.00	0.00	0.00					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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	3.04	0.00	0.00						
	INTEROFFICE CHANNEL MILEAGE																		
	Interoffice Channel mileage each, including first mile and facilities termination							UEPPB	UEPPR	M1GNC	24.30	60.00	40.00	25.00	10.00		15.69		
	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																		
	UNE Port/Loop Combination Rates																		
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1						1	UEPPP			940.87								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2						2	UEPPP			1,005.43								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3						3	UEPPP			1,111.89								
	UNE Loop Rates																		
	4-Wire DS1 Digital Loop - UNE Zone 1						1	UEPPP	USL4P		90.87					15.69			
	4-Wire DS1 Digital Loop - UNE Zone 2						2	UEPPP	USL4P		155.43					15.69			
	4-Wire DS1 Digital Loop - UNE Zone 3						3	UEPPP	USL4P		261.89					15.69			
	UNE Port Rate																		
	Exchange Ports - 4-Wire ISDN DS1 Port							UEPPP	UEPPP		850.00	1,150.00	1,150.00			15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED																		
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only							UEPPP	USACP		0.00	950.00	950.00			15.69			
	ADDITIONAL NRCs																		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)							UEPPP	PR7TG							15.69			
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)							UEPPP	PR7TP							15.69			
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance (except NC)							UEPPP	PR7TF		0.9822					15.69			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)							UEPPP	PR7TO		23.02	23.02				15.69			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance							UEPPP	PR7ZT		46.05	46.05				15.69			
	LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)							UEPPP	LNPCN		1.75								
	INTERFACE (Provsioning Only)																		
	Voice/Data							UEPPP	PR71V		0.00	0.00	0.00						
	Digital Data							UEPPP	PR71D		0.00	0.00	0.00						
	Inward Data							UEPPP	PR71E		0.00	0.00	0.00						
	New or Additional "B" Channel																		
	New or Additional - Voice/Data B Channel							UEPPP	PR7BV		0.00	40.00							
	New or Additional - Digital Data B Channel							UEPPP	PR7BF		0.00	40.00							
	New or Additional Inward Data B Channel							UEPPP	PR7BD		0.00	40.00							
	CALL TYPES																		
	Inward							UEPPP	PR7C1		0.00	0.00	0.00						
	Outward							UEPPP	PR7C0		0.00	0.00	0.00						
	Two-way							UEPPP	PR7CC		0.00	0.00	0.00						
	Interoffice Channel Mileage																		
	Fixed Each Including First Mile							UEPPP	1LN1A		77.4815	89.47	81.99	16.39	14.48		15.69		
	Each Airline-Fractional Additional Mile							UEPPP	1LN1B		0.3415								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																		
	UNE Port/Loop Combination Rates																		

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide		sw	UEPDC												
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		840.87										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		905.43										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		1,011.89										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - Statewide		sw	UEPDC	USLDC											
		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										
		4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,005.07	478.99	213.53	20.94		15.69				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		259.56	134.33				15.69				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		259.56	134.33				15.69				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		259.56	134.33				15.69				
		ADDITIONAL NRCS															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4							15.69				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		29.01	29.01				15.69				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		29.01	29.01				15.69				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		29.01	29.01				15.69				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		29.01	29.01				15.69				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		29.01	29.01				15.69				
		BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00								
		Alternate Mark Inversion															
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						15.69				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						15.69				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.69				
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				15.69				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.69				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00				15.69				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.69				
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.69				
		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		15.69				
		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								

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.7598	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.7598	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																
	A system can have various rate combinations based on type and number of ports used																
	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	103.47	0.00	0.00				15.69				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	206.94	0.00	0.00				15.69				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	413.88	0.00	0.00				15.69				
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	620.82	0.00	0.00				15.69				
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				15.69				
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,034.70	0.00	0.00				15.69				
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,241.64	0.00	0.00				15.69				
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,655.52	0.00	0.00				15.69				
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,069.40	0.00	0.00				15.69				
		576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,483.28	0.00	0.00				15.69				
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,897.16	0.00	0.00				15.69				
	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 - Top 8 MSAs Only			UEPMG	USAC4	0.00	150.81	8.38				15.69				
	System Additions Where Currently Combined and New (Not Currently Combined)																
	In Top 8 MSAs and AL, FL, and NC Only																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69		15.69				
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00								
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		15.69				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		15.69				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		15.69				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	57.00	0.00	0.00	0.00	0.00		15.69				
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4											
		2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3											
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.70	40.00	20.00	6.00	5.00		15.69				

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.70	110.00	30.00	65.00	20.00		15.69					
	Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.69					
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				15.69					
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.69					
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.69					
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.69					
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.69					
	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	3.04	0.00	0.00				15.69					
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																	
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
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		15.69					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69					

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
	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		15.69			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69			
	Local Switching															
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996									
	Local Number Portability															
		Local Number Portability (1 per port)			UEP95	LNPCc	0.35									
	Features															
		All Standard Features Offered, per port			UEP95	UEPVF	3.04						15.69			
		All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42					15.69			
		All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04						15.69			
	NARS															
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.69			
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.69			
		Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				15.69			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77		15.69			
	4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47		15.69			
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51					15.69			
	Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP95	MIGBC	24.30	40.63	27.47	16.77	6.91		15.69			
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0167									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56						15.69			
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56						15.69			
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56						15.69			
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56						15.69			
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56						15.69			
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56						15.69			
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56						15.69			
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		37.93	16.72				15.69			
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70					15.69			
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70					15.69			
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89					15.69			
	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									

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			3	UEP9D		27.17									
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design			1	UEP9D		17.81									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			2	UEP9D		24.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			3	UEP9D		29.59									
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEP9D	UECS1	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEP9D	UECS1	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEP9D	UECS1	26.04									
		2-Wire Voice Grade Loop (SL 2) - Zone 1			1	UEP9D	UECS2	16.68									
		2-Wire Voice Grade Loop (SL 2) - Zone 2			2	UEP9D	UECS2	23.13									
		2-Wire Voice Grade Loop (SL 2) - Zone 3			3	UEP9D	UECS2	28.46									
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP9D	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP9D	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area				UEP9D	UEPYC	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area				UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area				UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area				UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area				UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area				UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area				UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area				UEP9D	UEPYV	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area				UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area				UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area				UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area				UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area				UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area				UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area				UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area				UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area				UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area				UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94		15.69			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area				UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94		15.69			

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	SOMAN	
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69					
	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		15.69					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69					
	Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7996						15.69					
	Local Number Portability																
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35											
	Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	3.04						15.69					
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42					15.69					
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04						15.69					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	
											15.69					
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00			15.69					
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00			15.69					
	Unbundled Network Access Register - Outdial			UEP9D	UAROY	0.00	0.00	0.00			15.69					
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77	15.69					
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47	15.69					
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51				15.69					
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.30	40.63	27.47	16.77	6.91	15.69					
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56					15.69					
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56					15.69					
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56					15.69					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56					15.69					
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56					15.69					
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56					15.69					
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56					15.69					
	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			15.69					
	New Centrex Standard Common Block			UEP9D	MIACS	0.00	668.70				15.69					
	New Centrex Customized Common Block			UEP9D	MIACC	0.00	668.70				15.69					
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89				15.69					
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

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 First	Disconnect Add'l	OSS Rates(\$)						
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS																		
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																	
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																	
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50										
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
		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
		Engineering Information Document (EI)			UEANL				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																		
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	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	I	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	I	3	UEQ	UEQ2X		22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			36.52	36.52					20.35	10.54	13.32	13.32
		Engineering Information Document			UEQ				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

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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
		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
		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 Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	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 reservaton - Zone 3	I	3	UAL	UAL2W	23.60	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 4		4	UAL	UAL2W											
		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									

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
												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
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32
	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
	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
	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
	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
	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
	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
	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
	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
	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
	2-WIRE Unbundled COPPER LOOP														
	2-Wire Unbundled Copper Loop/Short 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
	2-Wire Unbundled Copper Loop/Short 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
	2 Wire Unbundled Copper Loop/Short 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
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52							
	2-Wire Unbundled Copper Loop/Short 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
	2-Wire Unbundled Copper Loop/Short 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
	2-Wire Unbundled Copper Loop/Short 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
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52							
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52							

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	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/Short - 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/Short - 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/Short - 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/Short - 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/Short - 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/Short - 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								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	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 Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	I	sw	UCL	UCL4O											
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		LOOP MODIFICATION															
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77					20.35	10.54	13.32	13.32
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32
		SUB-LOOPS															
		Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)			
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X		5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X		6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X		8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X		6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X		8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X		11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			34.29	34.29								
		Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X			335.36	7.82					20.34	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X			335.36	7.82					20.35	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T			528.48	9.74					20.35	10.54	13.32	13.32
		Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP		0.4555	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
SUB-LOOPS																		
		Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA,UDN,UCL,UDL,UDC	USBFW			517.25						20.35	10.54	13.32	13.32
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA,UDN,UCL,UDL,UDC	USBFX			42.68	42.68					20.35	10.54	13.32	13.32
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ			531.04	11.34					20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA		12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL			34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB		12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL			34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC		12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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(\$)			
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.59									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	14.11										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	14.11										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	10.71										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.64										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	13.18										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	639.98										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	43.22										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	320.36										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31			20.35	10.54	13.32	
UNBUNDLED LOOP CONCENTRATION																
	Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
									9.71							
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
				UEANL,UEF,UEQ,U ENTW	UNECN											
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										

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 First	Disconnect Add'l	OSS Rates(\$)							
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
				UE3	UE3PX	374.24	595.37	304.50	234.83	170.16				36.84	36.84	19.01	19.01	
				UDLSX	1L5ND	9.19												
				UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15				36.84	36.84	19.01	19.01	
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																		
LOOP MAKE-UP																		
			R		UMK	UMKLW	0.76	0.76										
			R		UMK	UMKLP	0.76	0.76										
			R		UMK	PSUMK	0.76	0.76										
HIGH FREQUENCY SPECTRUM																		
SPLITTERS-CENTRAL OFFICE BASED																		
				ULS	ULSDA	100.00	150.00	0.00	0.00	0.00				20.35	10.54	13.32	13.32	
				ULS	ULSDB	25.00	150.00	0.00	0.00	0.00				20.35	10.54	13.32	13.32	
				ULS	ULSDG		163.06		92.71					20.35	10.54	13.32	13.32	
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																		
				ULS	ULSDC	0.61	40.00	31.39	0.00	0.00				20.35	10.54	13.32	13.32	
				ULS	ULSDS		30.00	15.00						20.35	10.54	13.32	13.32	
				ULS	ULSCS		30.00	15.00						20.35	10.54	13.32	13.32	
			I	ULS	ULSCC	0.61	47.44	19.31	0.00	0.00				20.35	10.54	13.32	13.32	
			I	UEPSR UEPSB	UREOS	0.61												
			I	UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79				20.35	10.54	13.32	13.32	
			I	UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79				20.35	10.54	13.32	13.32	
UNBUNDLED DEDICATED TRANSPORT																		
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
				U1TVX	1L5XX	0.0054												
				U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54	
				U1TVX	1L5XX	0.0054												
				U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54	
				U1TVX	1L5XX	0.0054												
				U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07				15.08	15.08	8.66	8.66	
				U1TDX	1L5XX	0.0174												
				U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54	
				U1TDX	1L5XX	0.0174												
				U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51				20.35	21.09	9.80	10.54	
				U1TD1	1L5XX	0.3562												
				U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99				20.35	21.09	9.80	10.54	
				U1TD3	1L5XX	2.34												

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	58.83									
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,121.00	153.19	580.26	357.17		20.35	21.09	9.80	10.54
TRANSPORT OTHER																
8XX ACCESS TEN DIGIT SCREENING																
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192									
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76				20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602		20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602		20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24				20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00				20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76				20.35	20.35	13.28	13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47					20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																
		LIDB Common Transport Per Query			OQT		0.0000354									
		LIDB Validation Per Query			OQU		0.0117403									
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03					20.35	20.35	13.28	13.28
SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41									
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916									
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84				20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84				20.35	20.35	13.32	13.32
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30									
		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, 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		595.00	595.00				20.35	20.35	13.28	13.28
OPERATOR CALL PROCESSING																
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08									
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13									
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353									
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.122818									
INWARD OPERATOR SERVICES																
		Inward Operator Services - Verification, Per Minute					1.03									
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.03									
BRANDING - OPERATOR CALL PROCESSING																
		Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03		19.99	19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		240.71	240.71				19.99	19.99		
		Unbranding via OLNS for UNEP CLEC														
		Loading of OA per OCN (Regional)						1,200.00	1,200.00							
DIRECTORY ASSISTANCE SERVICES																
		DIRECTORY ASSISTANCE ACCESS SERVICE														
		Directory Assistance Access Service Calls, Charge Per Call					0.2286787									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
		NUMBER SERVICES INTERCEPT ACCESS SERVICE															
		Number Services Intercept Per Query					0.017793										
		DIRECTORY TRANSPORT (DT)															
		DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30						
		DT-DS1 Level Interoffice per mile					0.3562										
		DT-DS1 Level Interoffice per facility termination					77.86	112.40	76.27	19.55	14.99						
		SWA Common Transport per Directory Assistance Access Service Per Call					0.000271										
		SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165										
		Access Tandem Switching Per Directory Assistance Access Service Per Call					0.0001875										
		DT- Directory Assistance Interconnection Per Directory Assistance Service Call					0.00										
		DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43						
		DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76						
		DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54						
DIRECTORY ASSISTANCE SERVICES																	
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
		Directory Assistance Data Base Service Charge Per Listing					0.0485										
		Directory Assistance Data Base Service, per month				DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																	
		Facility Based CLEC															
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00	7.03	7.03						
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		240.71	240.71								
		UNEP CLEC															
		Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						240.71	240.71								
		Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					20.35	20.35		
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00								
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.79										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
		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		555.03									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
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
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
		Line/Port NRC, per end user			SRC	SRCLP											

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l								
		Query NRC, per query			SRC		0.0206047		Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN - BELL																	
		SOUTH AIN SMS ACCESS SERVICE															
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
		AIN SMS Access Service - Session, Per Minute					0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELL																	
		SOUTH AIN TOOLKIT SERVICE															
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Query Charge, Per Query					0.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.1321116	36.23	36.23					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	17.35	33.52	33.52					20.35	20.35	13.28	13.28
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPEs	0.0511435	36.23	36.23					20.35	20.35	13.28	13.28
ENHANCED EXTENDED LINK (EELs)																	
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																	
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																	
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																	
NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																	
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l		SOMEc	SOMAN	OSS Rates(\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80	10.54
	DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42									
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562											
	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	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		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	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		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	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS3 Interface Unit (DS1 COCI) 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	9.80	10.54

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	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	9.80	10.54
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		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	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		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	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination- per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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
		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
		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 parity 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
		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
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)				
																SOMAN	SOMAN	SOMAN		
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port							UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
		Subsequent Activity							UEPSP	USASC	0.00	0.00	0.00				20.35	10.54	13.32	1.40
	FEATURES																			
		All Available Vertical Features							UEPSP UEPSE	UEPVF	0.00	0.00	0.00				20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)																			
		Exchange Ports - Coin Port									2.11	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																			
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																			
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																			
	EXCHANGE PORT RATES (DID & PBX)																			
		Exchange Ports - 2-Wire DID Port							UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47		20.35	10.54	13.32	1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability							UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04		19.99	19.99	19.99	19.99
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)							UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10		41.43	42.17	9.80	9.80
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																			
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																			
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles							UEPTX UEPSX	U1UMA	0.00	0.00	0.00							
		Exchange Ports - 4-Wire ISDN DS1 Port							UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98		40.69	42.17	9.07	10.54
	UNBUNDLED LOCAL SWITCHING, PORT USAGE																			
	End Office Switching (Port Usage)																			
		End Office Switching Function, Per MOU									0.0008041									
	Tandem Switching (Port Usage) (Local or Access Tandem)																			
		Tandem Switching Function Per MOU									0.0009778									
	Common Transport																			
		Common Transport - Per Mile, Per MOU									0.0000064									
		Common Transport - Facilities Termination Per MOU									0.0003871									
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																			
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																			
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																			
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.																			
	For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																			
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																			
	UNE Port/Loop Combination Rates																			
		2-Wire VG Loop/Port Combo - Zone 1						1			14.18									
		2-Wire VG Loop/Port Combo - Zone 2						2			18.01									
		2-Wire VG Loop/Port Combo - Zone 3						3			23.02									
	UNE Loop Rates																			
		2-Wire Voice Grade Loop (SL1) - Zone 1						1	UEPRX	UEPLX	12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2						2	UEPRX	UEPLX	16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3						3	UEPRX	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (Res)																			
		2-Wire voice unbundled port - residence							UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled port with Caller ID - res							UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled port outgoing only - res							UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res							UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)							UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)							UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)							UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)							UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)							UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		30.89	7.03		

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

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

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					30.89	7.03		
		FEATURES															
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88							30.89	7.03		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88							30.89	7.03		
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00					30.89	7.03		
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29					30.89	7.03		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
		UNBUNDLED REMOTE CALL FORWARDING - RES															
		Non-Recurring															
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UEPVJ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Non-Recurring															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B				
CATEGORY		RATE ELEMENTS			Interim	Zone	BCS		USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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(\$)					
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00		First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25											
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44											
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73											
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40											
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59											
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43				19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53						19.99	19.99		
		ADDITIONAL NRCS																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (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 Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70						19.99	19.99		
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75											
		INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00									
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00									
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00									
		New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	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	PR7C0	0.00	0.00	0.00									
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00									
		Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55					19.99	19.99		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525											
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
		UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28								19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95								19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14								19.99	19.99		
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53											
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40											
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59											
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49				19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91						19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91						19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91						19.99	19.99		
		ADDITIONAL NRCS																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First									Add'l
		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 - Subsqt 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 - Subsqt 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 - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
BIPOLAR 8 ZERO SUBSTITUTION																	
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00					19.99	19.99		
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00					19.99	19.99		
Alternate Mark Inversion																	
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establishment Charges																	
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
		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 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																	
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 DS0 Channelization Capacities (D4 Channel Bank Configurations)																	
		24 DS0 Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
		48 DS0 Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
		96 DS0 Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
		672 DS0 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 Channeliztion with Port - Conversion Charge Based on a System																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)						
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations. Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																						
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes							UEPMG	USAC4	0.00	303.61	15.74				19.99	19.99					
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in GA, KY, LA, MS & TN Only																						
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only							UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		19.99						
	Bipolar 8 Zero Substitution																						
		Clear Channel Capability Format, superframe - Subsequent Activity Only							UEPMG	CCOSF	0.00	0.00	590.00										
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only							UEPMG	CCOEF	0.00	0.00	590.00										
	Alternate Mark Inversion (AMI)																						
		Superframe Format							UEPMG	MCOSF	0.00	0.00	0.00										
		Extended Superframe Format							UEPMG	MCOPO	0.00	0.00	0.00										
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																						
		Line Side Combination Channelized PBX Trunk Port - Business							UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00		30.89	7.03					
		Line Side Outward Channelized PBX Trunk Port - Business							UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00		30.89	7.03					
		Line Side Inward Only Channelized PBX Trunk Port without DID							UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00		30.89	7.03					
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port							UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00		30.89	7.03					
	Feature Activations - Unbundled Loop Concentration																						
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank							UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80		30.89	7.03					
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank							UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57		30.89	7.03					
	Telephone Number/ Group Establishment Charges for DID Service																						
		DID Trunk Termination (1 per Port)							UEPPX	NDT	0.00	0.00	0.00										
		DID Numbers - groups of 20 - Valid all States							UEPPX	ND4	0.00	0.00	0.00	0.00									
		Non-Consecutive DID Numbers - per number							UEPPX	ND5	0.00	0.00	0.00	0.00									
		Reserve Non-Consecutive DID Numbers							UEPPX	ND6	0.00	0.00	0.00	0.00									
		Reserve DID Numbers							UEPPX	NDV	0.00	0.00	0.00	0.00									
	Local Number Portability																						
		Local Number Portability - 1 per port							UEPPX	LNPCP	3.15	0.00	0.00										
	FEATURES - Vertical and Optional																						
	Local Switching Features Offered with Line Side Ports Only																						
		All Features Available							UEPPX	UEPVF	0.00	0.00	0.00										
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																							
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																							
These scenarios include:																							
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																							
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.																							
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																							
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																							
The Market Rate for unbundled ports includes all available features in all states.																							
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																							
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																							
UNE Port/Loop Combination Rates																							
		2-Wire VG Loop/Port Combo - Zone 1					1				26.48												
		2-Wire VG Loop/Port Combo - Zone 2					2				30.31												
		2-Wire VG Loop/Port Combo - Zone 3					3				35.32												
UNE Loop Rates																							

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)			
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					30.89	7.03		

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 First	Disconnect Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Ca'lling Port			UEPPX	UEPXV	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCS															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)						
													SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent				UEPCO	USAS2	0.00	0.00	0.00						30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET 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			49.60											
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2			2			51.09											
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3			3			56.00											
		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											
		Exchange Ports - 2-Wire DID Port				UEPPX	UEPD1	40.00	600.00	45.00	8.45	3.91				30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																			
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only				UEPPX	USAC1		100.00	42.50						30.89	7.03		
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only				UEPPX	USA1C		100.00	42.50						30.89	7.03		
Telephone Number/Trunk Group Establishment Charges																			
		DID Trunk Termination (One Per Port)				UEPPX	NDT	0.00	0.00	0.00									
		Additional DID Numbers for each Group of 20 DID Numbers				UEPPX	ND4	0.00	0.00	0.00									
		DID Numbers, Non- consecutive DID Numbers , Per Number				UEPPX	ND5	0.00	0.00	0.00									
		Reserve Non-Consecutive DID numbers				UEPPX	ND6	0.00	0.00	0.00									
		Reserve DID Numbers				UEPPX	NDV	0.00	0.00	0.00									
LOCAL NUMBER PORTABILITY																			
		Local Number Portability (1 per port)				UEPPX	LNPCP	3.15	0.00	0.00									
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																			
UNE Port/Loop Combination Rates																			
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1			1	UEPPB	UEPPR	32.27											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2			2	UEPPB	UEPPR	34.78											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3			3	UEPPB	UEPPR	44.32											
		2-Wire ISDN Digital Grade Loop - UNE Zone 1			1	UEPPB	UEPPR	USL2X	16.20										
		2-Wire ISDN Digital Grade Loop - UNE Zone 2			2	UEPPB	UEPPR	USL2X	18.71										
		2-Wire ISDN Digital Grade Loop - UNE Zone 3			3	UEPPB	UEPPR	USL2X	28.25										
		Exchange Port - 2-Wire ISDN Line Side Port				UEPPB	UEPPR	UEPPB	80.00	525.00	400.00	75.00	70.00			30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																			
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only				UEPPB	UEPPR	USACB	0.00	225.00	225.00					30.89	7.03		
ADDITIONAL NRCS																			
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk				UEPPB	UEPPR	USASB		212.88						30.89	7.03		
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								

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS		USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
																SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel mileage each, including first mile and facilities termination						UEPPB	UEPPR	M1GNC	17.91	53.99	17.37								
		Interoffice Channel mileage each, additional mile						UEPPB	UEPPR	M1GNM	0.173	0.00	0.00								
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																			
		UNE Port/Loop Combination Rates																			
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1					1	UEPPP			982.73										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2					2	UEPPP			1,000.40										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3					3	UEPPP			1,023.59										
		4-Wire DS1 Digital Loop - UNE Zone 1					1	UEPPP		USL4P	57.73										
		4-Wire DS1 Digital Loop - UNE Zone 2					2	UEPPP		USL4P	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3					3	UEPPP		USL4P	98.59										
		Exchange Ports - 4-Wire ISDN DS1 Port						UEPPP		UEPPP	925.00	950.00	950.00	130.00	100.00			30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED																			
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only						UEPPP		USACP	0.00	925.00	925.00					30.89	7.03		
		ADDITIONAL NRCs																			
		4-Wire DS1 Loop/4-W ISDN Digitl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance (except NC)						UEPPP		PR7TF		0.94									
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)						UEPPP		PR7TO		22.36	22.36								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance						UEPPP		PR7ZT		44.71	44.70								
		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	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									
		New or Additional - Digital Data B Channel						UEPPP		PR7BF	0.00	29.11									
		New or Additional Inward Data B Channel						UEPPP		PR7BD	0.00	29.39									
		CALL TYPES																			
		Inward						UEPPP		PR7C1	0.00	0.00	0.00								
		Outward						UEPPP		PR7C0	0.00	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							
		Each Airline-Fractional Additional Mile						UEPPP		1LN1B	0.3525										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																			
		UNE Port/Loop Combination Rates																			
		4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide					sw	UEPDC													
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1					1	UEPDC			93.28										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2					2	UEPDC			110.95										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3					3	UEPDC			134.14										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4					4	UEPDC													
		UNE Loop Rates																			
		4-Wire DS1 Digital Loop - Statewide					sw	UEPDC		USLDC											
		4-Wire DS1 Digital Loop - UNE Zone 1					1	UEPDC		USLDC	57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2					2	UEPDC		USLDC	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3					3	UEPDC		USLDC	98.59										
		4-Wire DS1 Digital Loop - UNE Zone 4					4	UEPDC		USLDC											
		UNE Port Rate																			
		4-Wire DDITS Digital Trunk Port						UEPDC		UDD1T	750.00	982.57	450.10	196.09	19.23			30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED																			

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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 Add'l	OSS Rates(\$)					
										First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		312.91	312.91					30.89	7.03		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		312.91	312.91					30.89	7.03		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		312.91	312.91					30.89	7.03		
	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					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					30.89	7.03		
		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					30.89	7.03		
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00	590.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00								
	Alternate Mark Inversion																
		AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group 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									
		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 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																
	A system can have various rate combinations based on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC		57.73	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC		75.40	0.00	0.00							

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 First	Disconnect Add'l			OSS Rates(\$)			
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					30.89	7.03		
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					30.89	7.03		
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					30.89	7.03		
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					30.89	7.03		
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					30.89	7.03		
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					30.89	7.03		
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					30.89	7.03		
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					30.89	7.03		
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					30.89	7.03		
		576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					30.89	7.03		
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					30.89	7.03		
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System															
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	303.61	15.74					30.89	7.03		
		System Additions Where Currently Combined and New (Not Currently Combined)															
		In Top 8 MSAs and AL, FL, and NC Only															
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			30.89	7.03		
		Bipolar 8 Zero Substitution															
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
		Alternate Mark Inversion (AMI)															
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
		Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			30.89	7.03		
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00						
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	75.00	15.00						
		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 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.																	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																			
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)1Basic Local Area			UEP91	UEPYH	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
AL, KY, LA, MS, & TN Only																			
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70		22.14	15.25	8.45	3.91			30.89	7.03				
Local Switching																			
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381													
Local Number Portability																			
	Local Number Portability (1 per port)			UEP91	LNPC C	0.35													
Features																			
	All Standard Features Offered, per port			UEP91	UEPVF	0.00								30.89	7.03				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)			
		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				30.89	7.03			
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
		Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00	0.00	0.00				30.89	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	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
		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 Tjje 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			
		UNE-P CENTREX - 5ESS (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee

										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Exhibit: B 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
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Nonrecurring	Disconnect	OSS Rates(\$)					
						Rec	Nonrecurring First			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
FL & GA Only															
Local Switching															
	Centrex Intercom Functionality, per port			UEP95	URECS	0.6381									
Local Number Portability															
	Local Number Portability (1 per port)			UEP95	LNPC	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				30.89	7.03		
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				30.89	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	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174									
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66									
Non-Recurring Charges (NRC) Associated with UNE-P Centrex															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP95	MIACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP95	MIACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03			
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

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 First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPPC	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				30.89	7.03			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				30.89	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	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										

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 First	Disconnect Add'l	OSS Rates(\$)					
												SOMECEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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 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 - 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			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 - 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										
		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				30.89	7.03			
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03			
		Unbundled Network Access Register - Outdial			UEP9E	UARO	0.00	0.00	0.00				30.89	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	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															

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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		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 Funtionalty, per port			UEP93	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	0.00										
		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				30.89	7.03			
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
		Unbundled Network Access Register - Outdial			UEP93	UAROx	0.00	0.00	0.00				30.89	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	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requires Interoffice Channel Mileage																
	Note 3 - Requires Specific Customer Premises Equipment																
	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

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NETWORK INTERCONNECTION

1. GENERAL

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

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

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Talk America.
- 2.1.9 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and it's the IP's Serving Wire Center.
- 2.1.11 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.12 **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.
- 2.1.13 **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.
- 2.1.14 **Transit Traffic** is traffic originating on Talk America's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Talk America's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Talk America owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which local traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.
 - 3.2.1.1 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point which is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to additional IPs, each Party will designate the IP for its originated traffic. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).
 - 3.2.1.2 BellSouth agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features,

functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself, its Affiliates, and other telecommunications carriers.

3.3 **Interconnection via Dedicated Facilities**

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

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

3.4 **Fiber Meet**

3.4.1 If Talk America elects to interconnect with BellSouth pursuant to a Fiber Meet, Talk America and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Talk America'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 Talk America 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 Talk America, BellSouth shall allow Talk America access to the fusion splice point for the Fiber Meet point for maintenance purposes on Talk America's side of the Fiber Meet point.

- 3.4.5 Neither Party shall charge the other for it's the Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All the appropriate charges will apply. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Talk America 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 Talk America shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Talk America's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Talk America desires to deliver Local Traffic and/or Transit Traffic BellSouth access tandems within the LATA, other than the tandems(s) to which Talk America has established interconnection trunk groups, Talk America shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Talk America shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Talk America has homed (i.e. assigned) its NPA/NXXs. Talk America 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. Talk America shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Talk America's NXX access tandem homing arrangement as specified by Talk America in the LERG.
- 4.4 Any Talk America interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Talk America from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Talk America to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Talk America are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.

- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. Talk America shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Talk America is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group, including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in Attachment 9 to this Agreement. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Talk America's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties Local Traffic. Talk America shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.
- 4.10.2 **BellSouth Access Tandem Interconnection**
- 4.10.2.1 BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures

4.10.2.2 **Basic Architecture**

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

4.10.2.3 **One-Way Trunk Group Architecture**

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

4.10.2.4 **Two-Way Trunk Group Architecture**

4.10.2.4.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between Talk America and BellSouth. In addition, a separate two-way transit trunk group must be established for Talk America's originating and terminating Transit Traffic. This trunk group

carries Transit Traffic between Talk America and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Talk America desires to exchange traffic. This trunk group also carries Talk America originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Talk America. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.5 Supergroup Architecture

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

4.10.3 Multiple Tandem Access Interconnection

4.10.3.1 Where Talk America does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Talk America may utilize BellSouth multiple tandem access interconnection (MTA). To utilize MTA Talk America 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 Talk America's originated Local Traffic for LATA wide transport and termination. Talk America must also establish an interconnection trunk group(s) at all BellSouth access tandems where Talk America NXXs are homed as described in Section 4.2.1 above. If Talk America 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, Talk

America can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Talk America's Local Traffic to end-users served through those BellSouth access tandems where Talk America does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.10.3.2 Talk America 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 Talk America will be delivered to and from IXCs based on Talk America's NXX access tandem homing arrangement as specified by Talk America in the LERG.
- 4.10.3.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.3.4 To the extent Talk America does not purchase MTA in a LATA served by multiple access tandems, Talk America must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Talk America routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Talk America agrees to pay BellSouth the associated transport and termination charges.
- 4.10.4 **Local Tandem Interconnection**
 - 4.10.4.1 Local Tandem Interconnection arrangement allows Talk America to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Talk America-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), Section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
 - 4.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, Talk America must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Talk America 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. Talk America may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Talk America does not choose to establish an interconnection trunk group(s). It is Talk America'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 Talk America's codes. Likewise, Talk America shall obtain its routing information from the LERG.

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

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

4.10.5 **Direct End Office-to-End Office Interconnection**

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

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

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

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

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

4.10.6 **Transit Traffic Trunk Group**

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

4.10.6.2 **Toll Free Traffic**

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

4.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which Talk America requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.6.2.3 Talk America may handle its own Toll Free database queries from its switch. If so, Talk America will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, Talk America will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, Talk America will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Talk America is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Talk America will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth’s access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

4.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which Talk America performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format

for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full

interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and Talk America will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Talk America 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, Talk America shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of Talk America's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Talk America-to-BellSouth one-way trunks ("Talk America Trunks"), BellSouth-to-Talk America one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering Talk America's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

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

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

- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 5.7.4 Once initial interconnection trunk forecasts have been developed, Talk America shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Talk America shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of Talk America's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.
- 5.8 **Trunk Utilization**
- 5.8.1 BellSouth and Talk America shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed reciprocal trunk groups and/or two-way interconnection trunk groups, subject to the provisions of the section following, BellSouth may disconnect any non-utilized or under-utilized reciprocal trunk(s) and Talk America shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. BellSouth may request Talk America to disconnect any under-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. Talk America shall comply with all such requests, subject to Section 5.8.1.1 below. Under-utilized trunks are defined as the trunks being utilized at less than 85% as a result of a time consistent busy hour utilization.
- 5.8.1.1 BellSouth's LISC will notify the Talk America of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Talk America interface. Talk America will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected Local Number Ported (LNP) and traffic volumes and the timeframes within which Talk America expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Talk America to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Talk America. The due date of these

orders will be four weeks after Talk America was first notified in writing of the underutilization of the trunk groups.

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

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

6. LOCAL DIALING PARITY

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

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic will be governed by any decisions from the FCC or other authorized governmental body. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is classified as information access.

- 7.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the call transportation and termination of Local Traffic or ISP-bound Traffic.
- 7.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.9 and 7.9.1 below and to Multiple Tandem Access as described in Section 4.10.3 above.
- 7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of payment of call transportation and termination compensation.
- 7.1.6 If Talk America assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Talk America end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Talk America customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to Talk America shall be due therefor. Further, Talk America agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Talk America at BellSouth's switched access tariff rates.
- 7.2 If Talk America does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Talk America NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Talk America can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.4 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (“PLF”). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 7.5 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (“PIU”). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth’s Intrastate Access Services Tariff will apply to Talk America. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party’s option be utilized to determine the appropriate local usage compensation to be paid.
- 7.6 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Talk America shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditors paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.7 **Compensation for 8XX Traffic**

- 7.7.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in intrastate or interstate switched access tariff of the Party whose 8XX database is being queried.
- 7.7.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.7.3 8XX Access Screening. BellSouth's provision of 8XX TFD to Talk America requires interconnection from Talk America to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Talk America shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Talk America desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 7.8 **Mutual Provision of Switched Access Service**
- 7.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be compensated as local.
- 7.8.2 If the BellSouth end user chooses Talk America as their presubscribed interexchange carrier, or if the BellSouth end user uses Talk America as an interexchange carrier on a 101XXXX basis, BellSouth will charge Talk America the appropriate BellSouth tariff charges for originating switched access services. If the Talk America end user chooses BellSouth as their presubscribed interexchange carrier, or if the Talk America end user uses BellSouth as an interexchange carrier on a 101XXXX basis, Talk America will charge BellSouth the appropriate Talk America tariff charges for originating switched access services.
- 7.8.3 For originating or terminating switched access traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff..

- 7.8.4 When Talk America'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 <customer name> 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.
- 7.8.4.1 When <customer name>'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 <customer name>, 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.
- 7.8.5 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.
- 7.8.6 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.
- 7.8.7 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.
- 7.8.8 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.
- 7.8.9 Talk America agrees not to deliver switched access traffic to BellSouth for termination except over Talk America ordered switched access trunks and facilities.

7.9 Transit Traffic

7.9.1 BellSouth shall provide tandem switching and transport services for Talk America's Transit Traffic. Rates for Local 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 BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Talk America's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Talk America's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between Talk America and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Talk America and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

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

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Talk America's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Talk America is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Talk America and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Talk America have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Talk America may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request,

and within 90 days, if BellSouth notifies Talk America that it has found that this method does not adequately represent the PLCU.

- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Talk America will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Talk America will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Talk America's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Talk America will pay, the total non-recurring and recurring charges for the NNI port. Talk America will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Talk America's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the Talk America and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Talk America orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Talk America Frame Relay switch, BellSouth will invoice, and Talk America will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Talk America Frame Relay switches. If the VC is a Local VC, Talk America will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Talk America for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Talk America subscriber's PVC segment and a PVC segment from the Talk America Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Talk America will

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

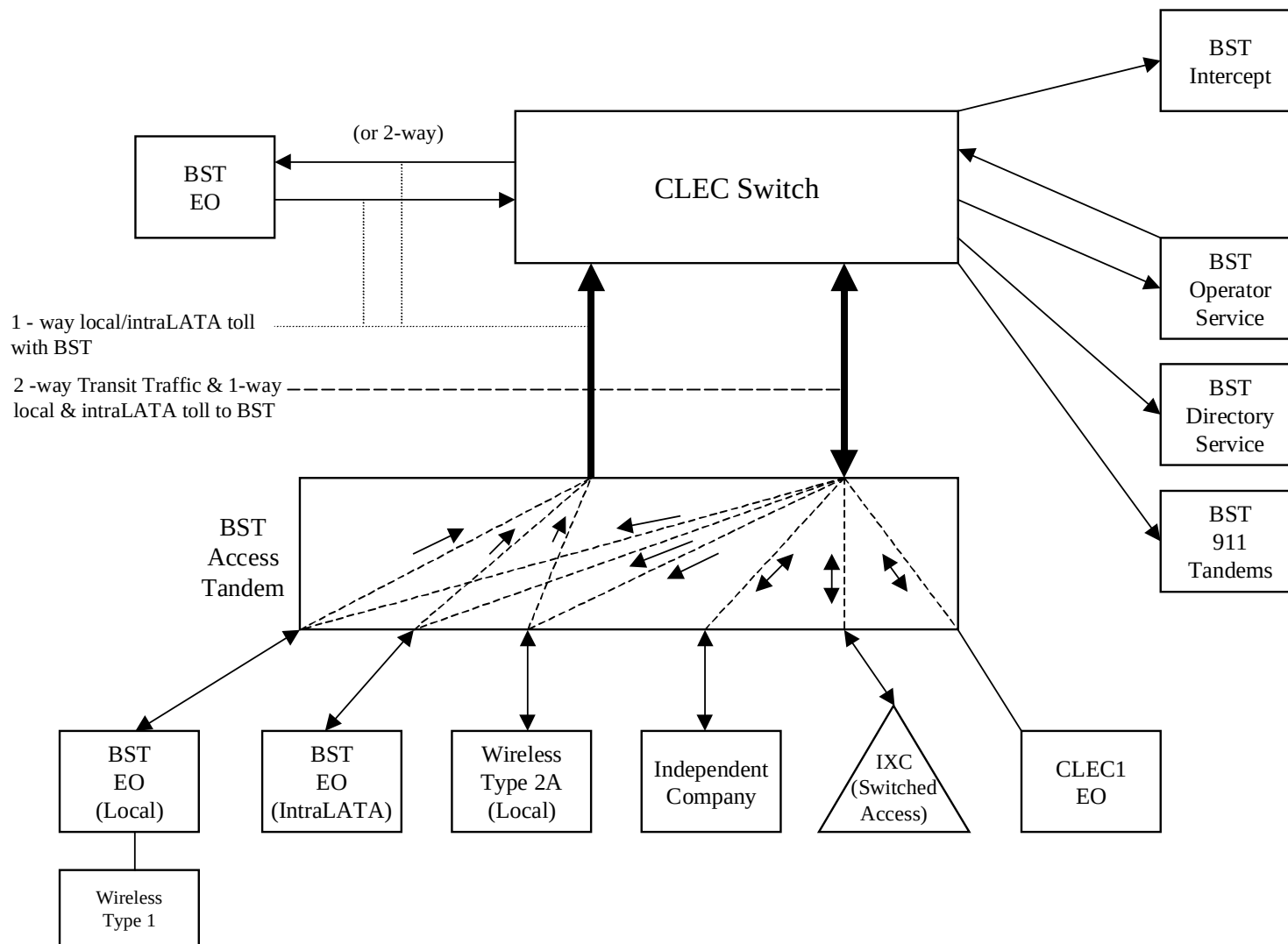
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If Talk America requests a change, BellSouth will invoice and Talk America will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Talk America will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 Talk America will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 8.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

9. OPERATIONAL SUPPORT SYSTEMS (OSS)

- 9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff, Section 5 for Access Service Records – Access Order Modifications.

Exhibit B

Basic Architecture



One-Way Architecture

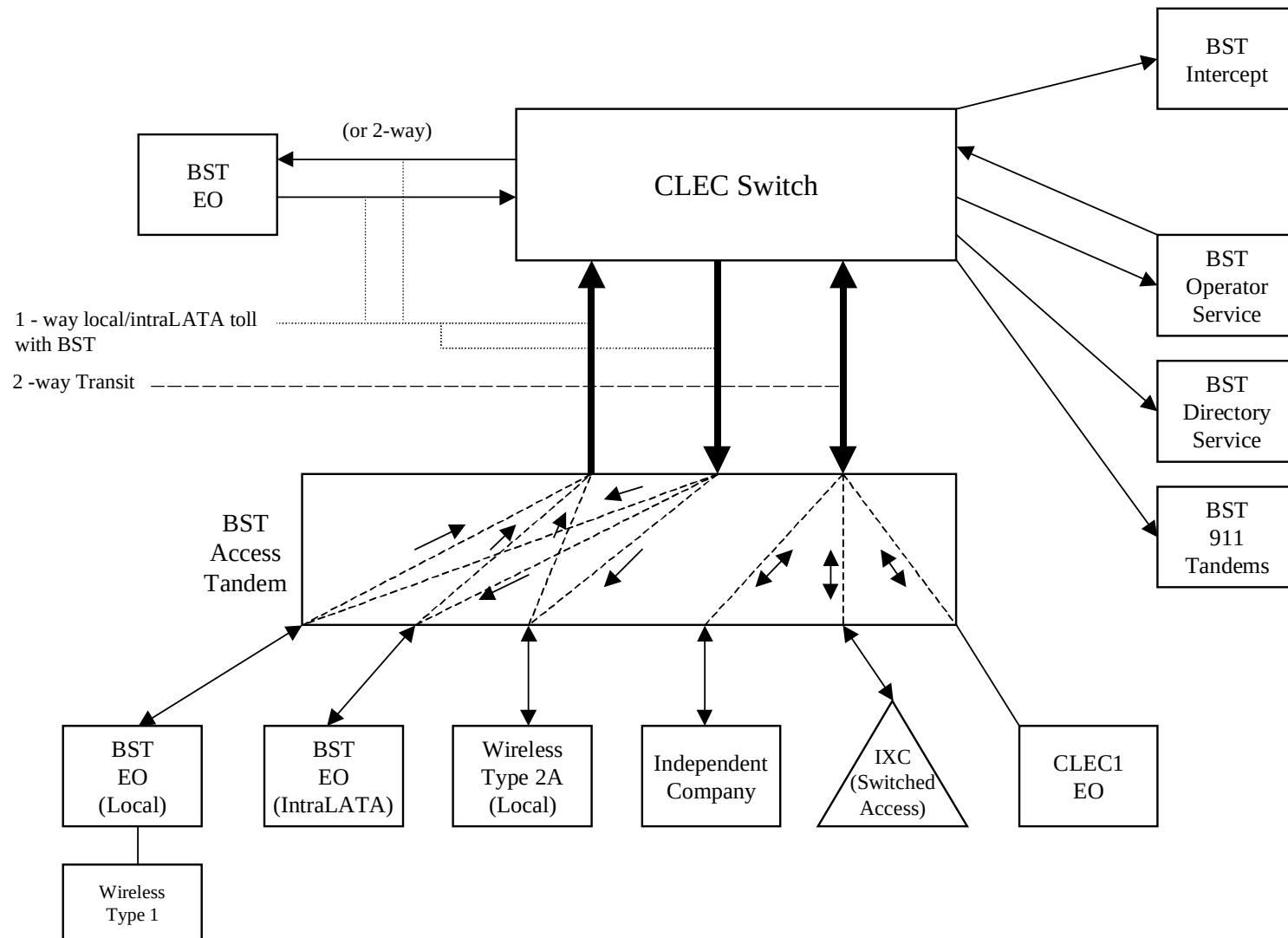
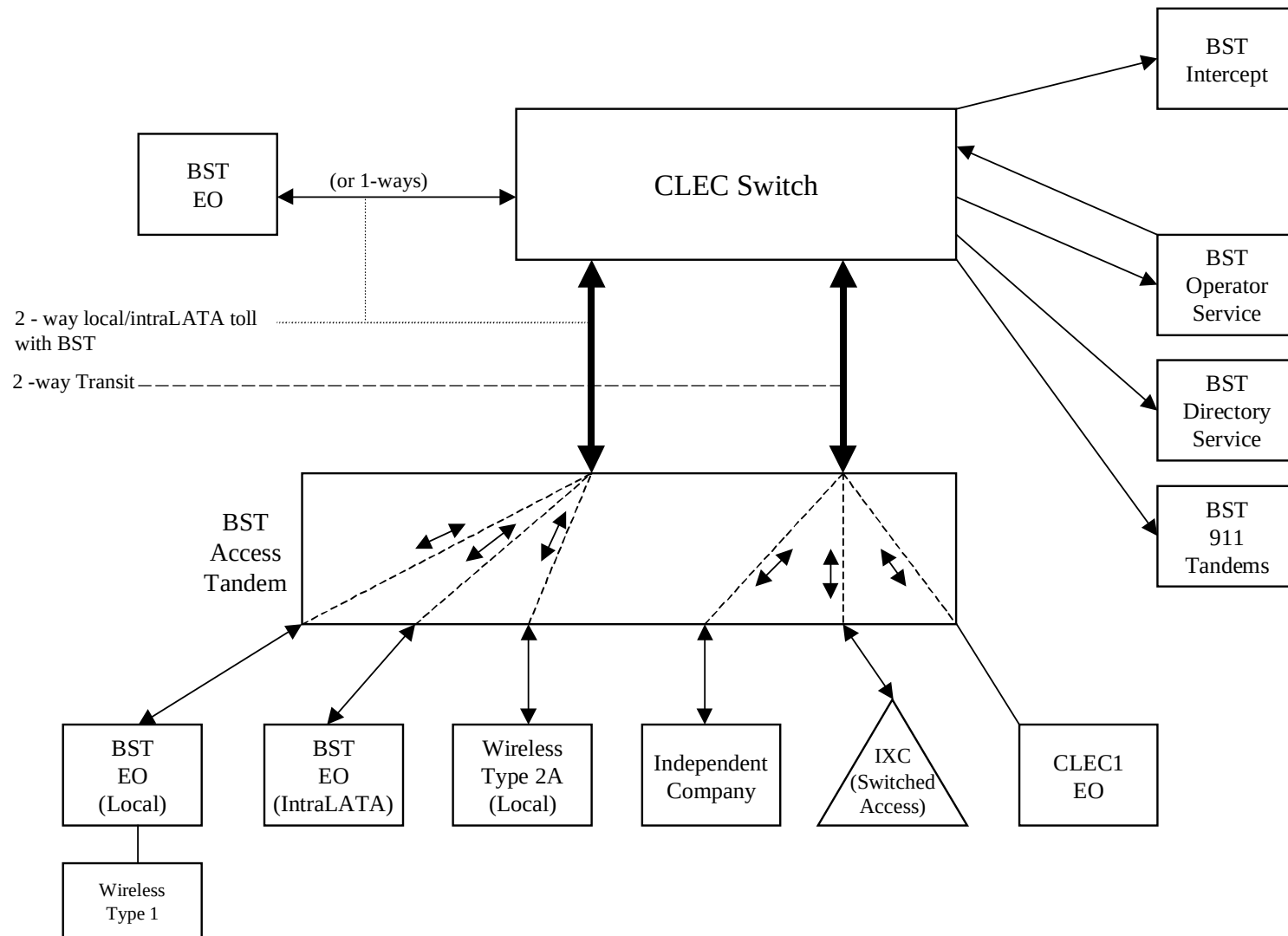
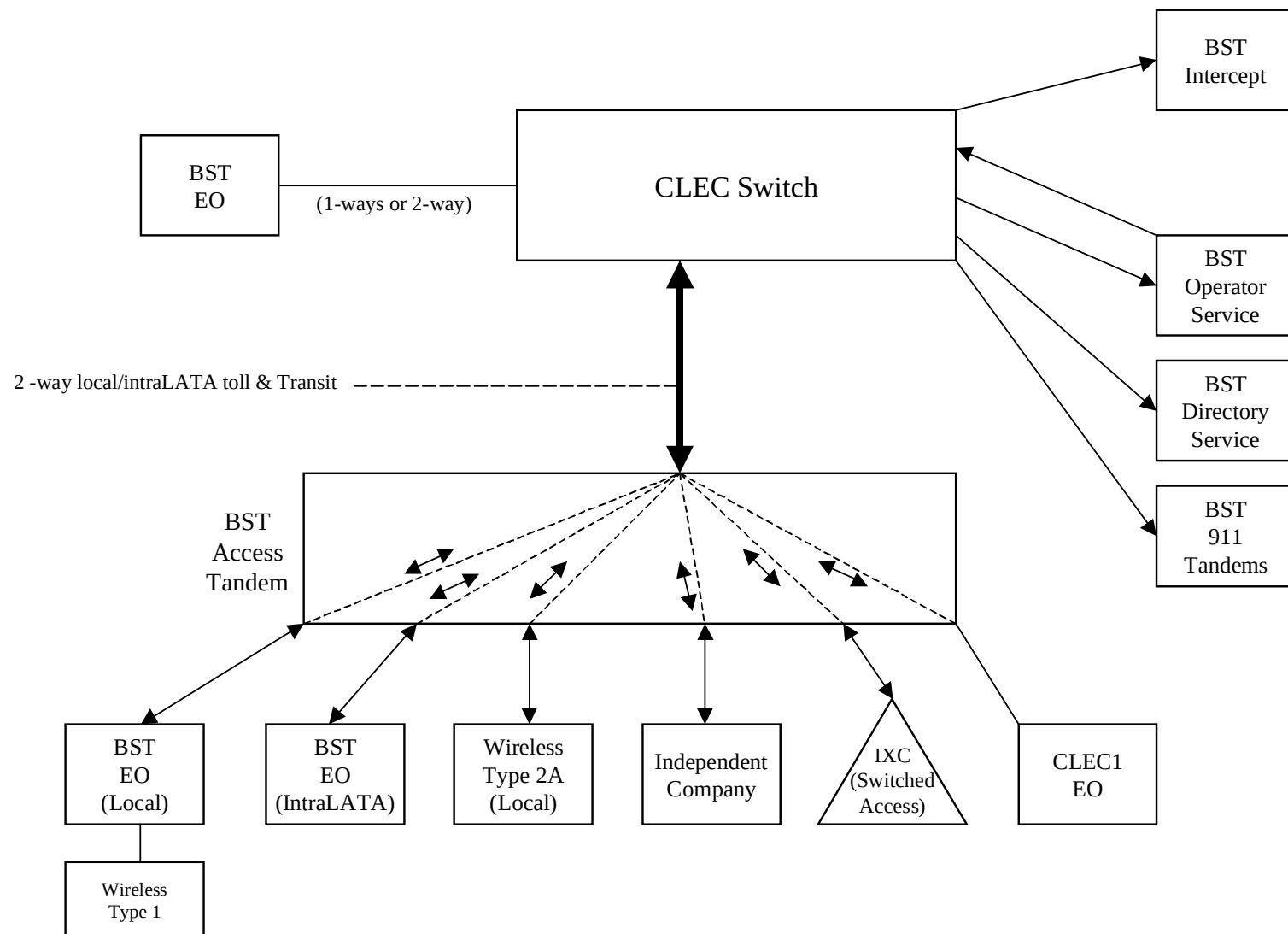


Exhibit D

Two-Way Architecture



Supergroup Architecture



LOCAL INTERCONNECTION - Alabama												Attachment: 3		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 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.																
TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0005692bk									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005692bk									
		Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.69	56.91							
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	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		0.0000026bk									
		Common Transport - Facilities Termination Per MOU			OHD		0.0003685bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0101									
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.15	54.82		13.79						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0101									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28	54.82		13.79						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0101									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28	54.82		13.79						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2067									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	68.75	163.61		28.88						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.67									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	804.02	325.51		116.91						
LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.96	386.19	66.33	73.28	6.39					
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	17.06	387.06	67.20	74.22	7.33					
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	41.52	354.94	307.43	44.38	30.52					
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	476.04	903.03	527.87	238.97	167.16					
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	122.50	182.08	125.14	21.07	19.58					
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.37	356.28	187.94	66.51	63.65					
		DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	15.39	13.15	9.43							
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	SOMEK	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.																	
TANDEM SWITCHING																	
						OHD		0.0006019bk									
						Multiple Tandem Switching, per MOU (applies to intial tandem only)		OHD		0.0006019bk							
						Tandem Intermediary Charge, per MOU*		OHD		0.0015							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
						Installation Trunk Side Service - per DS0		OHD	TPP++		336.43	57.38					
						Dedicated End Office Trunk Port Service-per DS0**		OHD	TDE0P		0.00						
						Dedicated End Office Trunk Port Service-per DS1**		OH1 OH1MS	TDE1P		0.00						
						Dedicated Tandem Trunk Port Service-per DS0**		OHD	TDW0P		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			0.0000035bk						
						Common Transport - Facilities Termination Per MOU		OHD			0.0004372bk						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
						Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		OHL, OHM	1L5NF		0.0091						
						Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month		OHL, OHM	1L5NF		25.32	31.78		7.03			
						Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		OHL, OHM	1L5NK		0.0091						
						Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		OHL, OHM	1L5NK		18.44	31.78		7.03			
						Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		OHL, OHM	1L5NK		0.0091						
						Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		OHL, OHM	1L5NK		18.44	31.78		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	98.47		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	219.28		70.56			
LOCAL CHANNEL - DEDICATED TRANSPORT																	
						Local Channel - Dedicated - 2-Wire Voice Grade per month		OHL, OHM	TEFV2		21.94	265.84	46.97	37.63		4.00	
						Local Channel - Dedicated - 4-Wire Voice Grade per month		OHL, OHM	TEFV4		22.81	266.54	47.67	44.22		5.33	
						Local Channel - Dedicated - DS1 per month		OH1	TEFHG		35.28	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	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.																			
TANDEM SWITCHING																			
								OHD		0.0011009bk									
								Multiple Tandem Switching, per MOU (applies to intial tandem only)		0.0011009bk									
								Tandem Intermediary Charge, per MOU*		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
								Installation Trunk Side Service - per DS0			333.28	56.84							
								Dedicated End Office Trunk Port Service-per DS0**		0.00									
								Dedicated End Office Trunk Port Service-per DS1**		0.00									
								Dedicated Tandem Trunk Port Service-per DS0**		0.00									
								Dedicated Tandem Trunk Port Service-per DS1**		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		0.000008bk									
								Common Transport - Facilities Termination Per MOU		0.0004152bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
								Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			0.0222								
								Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			17.07	36.08							
								Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			0.0222								
								Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			16.45	36.08							
								Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			0.0222								
								Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			16.45	36.08							
								Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			0.4523								
								Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			78.47	111.75							
								Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			2.72								
								Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			788.00	330.77							
LOCAL CHANNEL - DEDICATED TRANSPORT																			
								Local Channel - Dedicated - 2-Wire Voice Grade per month			13.91	382.95	62.40						
								Local Channel - Dedicated - 4-Wire Voice Grade per month			14.99	368.44	64.05						
								Local Channel - Dedicated - DS1 per month			38.36	356.15	312.89						
								Local Channel - Dedicated - DS3 Facility Termination per month			515.91	639.50	426.31						
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			0.00	0.00							
								Local Channel - Dedicated - DS3 per month			0.00	0.00							
MULTIPLEXERS																			
								Channelization - DS1 to DS0 Channel System			126.22	198.22	123.59						
								DS3 to DS1 Channel System per month			182.04	280.66	195.33						
								DS3 Interface Unit (DS1 COC) per month			11.02	12.02	8.66						
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.																			

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	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.																		
TANDEM SWITCHING																		
							OHD		0.0006772bk									
							OHD		0.0006772bk									
							OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
							OHD	TPP++		334.09	57.12							
							OHD	TDE0P	0.00									
							OH1 OH1MS	TDE1P	0.00									
							OHD	TDW0P	0.00									
							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)																		
							OHD		0.0000030bk									
							OHD		0.0007466bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	1L5NF	0.01									
							OHL, OHM	1L5NF	29.11	47.34		22.77						
							OHL, OHM	1L5NK	0.0115									
							OHL, OHM	1L5NK	20.97	47.35		22.77						
							OHL, OHM	1L5NK	0.0115									
							OHL, OHM	1L5NK	20.97	47.35		22.77						
							OH1, OH1MS	1L5NL	0.23									
							OH1, OH1MS	1L5NL	96.04	105.52		23.09						
							OH3, OH3MS	1L5NM	4.97									
							OH3, OH3MS	1L5NM	1,175.15	335.40		89.57						
LOCAL CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98					
							OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73					
							OH1	TEFHG	40.46	209.60	176.51	30.21	21.07					
							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.																		
							OH1MS	TEFHG	0.00	0.00								
							OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
							OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04					
							OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59					
							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	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.																			
TANDEM SWITCHING																			
						OHD		0.0005507bk											
						OHD		0.0005507bk											
						OHD		0.0015											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
						OHD	TPP++		334.94	56.98									
						OHD	TDE0P	0.00											
						OH1 OH1MS	TDE1P	0.00											
						OHD	TDW0P	0.00											
						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)																			
						OHD		0.0000032bk											
						OHD		0.0003748bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
						OHL, OHM	1L5NF	0.013											
						OHL, OHM	1L5NF	22.60	26.62										
						OHL, OHM	1L5NK	0.013											
						OHL, OHM	1L5NK	15.61	26.62										
						OHL, OHM	1L5NK	0.013											
						OHL, OHM	1L5NK	15.61	26.62										
						OH1, OH1MS	1L5NL	0.2652											
						OH1, OH1MS	1L5NL	70.47	79.44										
						OH3, OH3MS	1L5NM	6.04											
						OH3, OH3MS	1L5NM	850.45	158.05										
LOCAL CHANNEL - DEDICATED TRANSPORT																			
						OHL, OHM	TEFV2	18.32	187.51	32.21									
						OHL, OHM	TEFV4	19.41	187.94	32.63									
						OH1	TEFHG	39.18	172.34	149.27									
						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.																			
						OH1MS	TEFHG	0.00	0.00										
						OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																			
						OH1, OH1MS	SATN1	105.09	88.41	60.76									
						OH3, OH3MS	SATNS	201.48	172.99	91.25									
						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	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.																	
TANDEM SWITCHING																	
					OHD		0.0005379bk										
					OHD		0.0005379bk										
					OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
					OHD	TPP++	334.11	56.98									
					OHD	TDE0P	0.00										
					OH1 OH1MS	TDE1P	0.00										
					OHD	TDW0P	0.00										
					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)																	
					OHD		0.0000026bk										
					OHD		0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
					OHL, OHM	1L5NF	0.0098										
					OHL, OHM	1L5NF	22.52	27.57		7.11							
					OHL, OHM	1L5NK	0.0098										
					OHL, OHM	1L5NK	15.68	27.57		7.11							
					OHL, OHM	1L5NK	0.0098										
					OHL, OHM	1L5NK	15.68	27.57		7.11							
					OH1, OH1MS	1L5NL	0.201										
					OH1, OH1MS	1L5NL	57.33	82.28		14.90							
					OH3, OH3MS	1L5NM	4.76										
					OH3, OH3MS	1L5NM	641.90	163.70		60.29							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
					OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
					OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
					OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
					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.																	
					OH1MS	TEFHG	0.00	0.00									
					OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
					OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
					OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
					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	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.																		
TANDEM SWITCHING																		
							OHD		0.0012bk									
							Multiple Tandem Switching, per MOU (applies to intial tandem only)		0.0012bk									
							Tandem Intermediary Charge, per MOU*		OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
							Installation Trunk Side Service - per DS0		OHD	TPP++		333.54	56.88					
							Dedicated End Office Trunk Port Service-per DS0**		OHD	TDE0P		0.00						
							Dedicated End Office Trunk Port Service-per DS1**		OH1 OH1MS	TDE1P		0.00						
							Dedicated Tandem Trunk Port Service-per DS0**		OHD	TDW0P		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			0.00001bk						
							Common Transport - Facilities Termination Per MOU		OHD			0.00034bk						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
							Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		OHL, OHM	1L5NF		0.0282						
							Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month		OHL, OHM	1L5NF		18.00	52.58					
							Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		OHL, OHM	1L5NK		0.0282						
							Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		OHL, OHM	1L5NK		17.40	52.58					
							Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		OHL, OHM	1L5NK		0.0282						
							Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		OHL, OHM	1L5NK		17.40	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	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	579.55					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
							Local Channel - Dedicated - 2-Wire Voice Grade per month		OHL, OHM	TEFV2		14.82	553.80	89.69				
							Local Channel - Dedicated - 4-Wire Voice Grade per month		OHL, OHM	TEFV4		15.87	562.23	92.67				
							Local Channel - Dedicated - DS1 per month		OH1	TEFHG		35.68	534.48	462.69				
							Local Channel - Dedicated - DS3 Facility Termination per month		OH3	TEFHJ		498.87	562.25	527.88				
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		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 COC) 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
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	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.																		
TANDEM SWITCHING																		
							OHD		0.000736bk									
							OHD		0.000736bk									
							OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
							OHD	TPP++	335.14	57.16								
							OHD	TDE0P	0.00									
							OH1 OH1MS	TDE1P	0.00									
							OHD	TDW0P	0.00									
							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)																		
							OHD		0.0000045bk									
							OHD		0.0004095bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	1L5NF	0.0167									
							OHL, OHM	1L5NF	24.30	40.63	16.77							
							OHL, OHM	1L5NK	0.0167									
							OHL, OHM	1L5NK	16.76	40.63	16.77							
							OHL, OHM	1L5NK	0.0167									
							OHL, OHM	1L5NK	16.76	40.63	16.77							
							OH1, OH1MS	1L5NL	0.3415									
							OH1, OH1MS	1L5NL	77.14	89.47	16.39							
							OH3, OH3MS	1L5NM	8.02									
							OH3, OH3MS	1L5NM	880.65	279.37	60.33							
LOCAL CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21					
							OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68					
							OH1	TEFHG	42.62	177.87	154.06	22.24	15.30					
							OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77					
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
							OH1MS	TEFHG	0.00	0.00								
							OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
							OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81					
							OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90					
							OH1, OH1MS	SATCO	8.64	6.59	4.73							
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 - 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	Disconnect Add'l	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.																
TANDEM SWITCHING																
					OHD			0.0009778bk								
					Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD			0.0009778bk					
					Tandem Intermediary Charge, per MOU*			OHD			0.0015					
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
					Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01				
					Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P		0.00					
					Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P		0.00					
					Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P		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			0.0000064bk					
					Common Transport - Facilities Termination Per MOU			OHD			0.0003871bk					
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
					Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF		0.0174					
					Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF		18.58	17.37		3.51		
					Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK		0.0174					
					Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK		17.98	17.37		3.51		
					Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK		0.0174					
					Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK		17.98	17.37		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	76.27		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	176.56		105.91		
LOCAL CHANNEL - DEDICATED TRANSPORT																
					Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2		19.43	199.33	24.16	54.81	4.80	
					Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, 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 Talk America is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Talk America collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Talk America to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Talk America and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by Talk America may contemplate a request for space sufficient to accommodate Talk America’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by Talk America may contemplate a request for space sufficient to accommodate Talk America’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate <customer_ name>’s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Talk America’s cost or materially delay Talk America’s occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Talk America wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space;

- (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Talk America will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. Talk America shall use the Collocation Space for the purposes of installing, maintaining and operating Talk America's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Talk America agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) 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 Talk America, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from Talk America for a Space Availability Report must be written and must 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 Carriers Association ("NECA") Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Talk America and inform Talk America of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Talk America to collocate Talk America's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Talk America to have direct access to Talk America's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Talk America's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Talk America 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 Talk America's expense, Talk America may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Talk America and Talk America's Certified Supplier must comply with the more stringent local building code requirements. Talk America's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Talk America and provide, at Talk America's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Talk America to obtain the zoning, permits and/or other licenses. Talk America's Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Talk America's Certified Supplier. Talk America must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Talk America's locked enclosure prior to notifying Talk America. Upon request, BellSouth shall construct the enclosure for Talk America.

- 3.2.1 BellSouth may elect to review Talk America's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Talk America indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Talk America has indicated its desire to construct its own enclosure. If Talk America's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Talk America's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Talk America to remove or correct within seven (7) calendar days at Talk America's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared Caged Collocation. Talk America may allow other telecommunications carriers to share Talk America's caged collocation arrangement pursuant to terms and conditions agreed to by Talk America ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Talk America shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Talk America 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 Talk America.
- 3.3.1 Talk America, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Talk America 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 foregoing, Talk America shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.

- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Talk America 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 Talk America's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Talk America and in conformance with BellSouth's design and construction specifications. Further, Talk America shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Talk America elect Adjacent Collocation, Talk America must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Talk America and Talk America's Certified Supplier must comply with the more stringent local building code requirements. Talk America's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Talk America's Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Talk America's Certified Supplier. Talk America must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Talk America's locked enclosure prior to notifying Talk America.
- 3.4.2 Talk America must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Talk America's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Talk America to remove or correct within seven (7) calendar days at Talk America's

expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.4.3 Talk America shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Talk America's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Talk America's Certified Supplier shall be responsible, at Talk America's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Talk America to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains rates, terms and conditions for CCXC language. At no point in time shall Talk America use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by Talk America. Such connections to other carriers may be made using either optical or electrical facilities. Talk America may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Talk America may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Talk America is responsible for ensuring the integrity of the signal.
- 3.5.2 Talk America shall be responsible for providing written authorization to BellSouth from the other CLEC prior to installing the CCXC. Talk America must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Talk America-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous caged collocation arrangements, Talk America may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Talk America must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in

Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. Occupancy

4.1 Occupancy. BellSouth will notify Talk America in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Talk America will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Talk America that the collocation space is ready for occupancy. In the event that Talk America fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Talk America and billing will commence on the sixteenth day after BellSouth releases the collocation space. Talk America must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Talk America's telecommunications equipment will be deemed operational when cross connected to BellSouth's network for the purpose of service provisioning.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Talk America may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Talk America's right to occupy the Collocation Space in the event Talk America fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Talk America at its expense shall remove its equipment and other property from the Collocation Space. Talk America shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Talk America's Guests, unless Talk America's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Talk America shall continue payment of monthly fees to BellSouth until such date as Talk America, and if applicable Talk America's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should Talk America or Talk America's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Talk America or Talk America's Guest at Talk America's expense and with no liability for damage or injury to Talk America's property or Talk America's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Talk America's right to occupy Collocation Space, Talk America shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Talk America except for ordinary wear and tear, unless otherwise agreed to by the Parties. Talk America's BellSouth Certified Supplier shall be responsible for

updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Talk America shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Talk America's failure to comply with this Section.
- 5.1.3 Talk America shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional

- network terminations for the installed equipment will require the submission of another application. In the event that Talk America submits an application for terminations that exceed the total capacity of the collocated equipment, Talk America will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 Talk America shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 Talk America shall place a plaque or other identification affixed to Talk America's equipment necessary to identify Talk America's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Talk America may elect to place Talk America-owned or Talk America-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Talk America will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Talk America will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Talk America's equipment in the Collocation Space. In the event Talk America utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Talk America must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Talk America is responsible for maintenance of the entrance facilities. At Talk America's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Talk America with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Talk America's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.4.2 Shared Use. Talk America may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Talk America's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Talk America must arrange with BellSouth for BellSouth to splice the Talk America provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Talk America desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Talk America's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Talk America shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Talk America or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Talk America's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Talk America provided Point of Termination Bay (POT Bay) in a common area within the Premises. Talk America shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between Talk America's collocation space and the demarcation point. Talk America or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Talk America desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 Talk America's Equipment and Facilities. Talk America, or if required by this Attachment, Talk America'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 Talk America which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Talk America and its selected BellSouth

Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Talk America at least 48 hours before access to the Collocation Space is required. Talk America may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Talk America will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Talk America shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Talk America agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent of Talk America or Talk America's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Talk America and returned to BellSouth Access Management within fifteen (15) calendar days of Talk America's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Talk America agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Talk America employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Talk America or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Talk America's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Talk America. Talk America must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Talk America desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Talk America may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Talk America desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Talk America to access the Collocation Space accompanied by a security escort at Talk America's expense. Talk America must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Talk America shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or

for failure to return an Access Key(s), Talk America shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Talk America shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Talk America violates the provisions of this paragraph, BellSouth shall give written notice to Talk America, which notice shall direct Talk America to cure the violation within forty-eight (48) hours of Talk America'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 inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Talk America fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Talk America's equipment. BellSouth will endeavor, but is not required, to provide notice to Talk America prior to taking such action and shall have no liability to Talk America for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Talk America fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Talk America or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Talk America shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known

- disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Talk America 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 Talk America at any time. Any damage caused to the Collocation Space by Talk America's employees, agents or representatives during the removal of such property shall be promptly repaired by Talk America at its expense.
- 5.12 Alterations. In no case shall Talk America or any person acting on behalf of Talk America make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Talk America. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Talk America shall be responsible for the general upkeep of the Collocation Space. Talk America shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Talk America and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Talk America or Talk America's Guest(s) initial equipment placement, Talk America shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event Talk America or Talk America's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Talk America shall complete an application detailing all information regarding the

modification to the Collocation Space (“Subsequent Application”). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Talk America in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Subsequent Application Fee. The application fee paid by Talk America for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply.
- 6.4 Space Preferences. If Talk America has previously requested and received a Space Availability Report for the Premises, Talk America may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the Talk America's preference(s), Talk America may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Talk America of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Talk America or differently configured, Talk America must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Talk America or differently configured, Talk America must amend its

application to reflect the actual space available prior to submitting Bona Fide Firm Order.

- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Talk America of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Talk America or differently configured, Talk America must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies Talk America that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Talk America that BellSouth has no available space in the requested Premises, BellSouth will allow Talk America, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Talk America to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail

- when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Talk America must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Talk America has originally requested caged collocation space and cageless collocation space becomes available, Talk America may refuse such space and notify BellSouth in writing within that time that Talk America wants to maintain its place on the waiting list without accepting such space. Talk America may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Talk America does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Talk America from the waiting list. Upon request, BellSouth will advise Talk America as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide

applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.10.3 In Tennessee, BellSouth will provide a written response (“Application Response”) within fifteen (15) 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 a firm price quote for the space preparation fees, as described in Section 8 provided that Talk America has given BellSouth a forecast of Talk America’s collocation needs at least ten (10) calendar days prior to submitting an application if the Talk America has standardized space preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the Talk America has standardized space preparation rates in their Agreement.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Talk America 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 Talk America submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia and Mississippi, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Talk America or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge Talk America an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require Talk America to submit the application with an Initial Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Alabama (Caged Only), Kentucky, and North Carolina, Talk America shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Talk America has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Talk America's Bona Fide application in order to receive the intervals set forth in Section 7. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Talk America's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Talk America shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Talk America's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Talk America's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. **Construction and Provisioning**

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Talk America submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Talk America submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Talk America submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Talk America at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.
- 7.1.1.1 To be considered a timely and accurate forecast, Talk America must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to

renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Talk America cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.4 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which

equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Talk America installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Talk America or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and Talk America will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Talk America during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Talk America will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Talk America that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Talk America fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Talk America. BellSouth will correct any deviations to Talk America's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will make best efforts to provide CFAs to Talk America if Talk America informs BellSouth of the frame locations and the designation of Talk America's tie cables prior to Space Ready Date. If Talk America does not provide BellSouth the frame locations and the designation of Talk America's tie cables prior to the Space Ready Date, BellSouth will provide Talk America the CFAs after the Space Ready Date and the equipment to be installed in the Collocation Space has been verified by Talk America. Furthermore, BellSouth will bill Talk America a nonrecurring charge as set forth in Exhibit C each time Talk America requests a resend of CFAs.
- 7.6 Use of BellSouth Certified Supplier. Talk America shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Talk America and Talk America's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Talk America must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Talk America with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Talk America's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Talk America upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Talk America or any supplier proposed by Talk America. All work performed by or for Talk America shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Talk America shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Talk America's Collocation Space. Upon request, BellSouth will provide Talk America with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Talk America. 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, Talk America may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Talk America, such information will be provided to Talk America in

BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Talk America within one hundred eighty (180) calendar days of BellSouth's written denial of Talk America's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Talk America was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Talk America 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. Talk America 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.

- 7.9 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. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Talk America cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Talk America cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Talk America 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. Talk America, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

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. Payment of said application fee will be due as dictated by Talk America's current billing cycle and is non-refundable.

- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Talk America.

8.2 Space Preparation

- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date Talk America executes the written document accepting the collocation space pursuant to Section 4 or on the Space Ready Date, whichever is first. If Talk America fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing Talk America for recurring charges as of the sixteenth day after the Space Ready Date.

- 8.2.2 Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. Talk America shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Talk America opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Talk America as prescribed in this Section.

- 8.2.3 In North Carolina, space preparation fees consist of monthly recurring charges for central office modifications, assessed per arrangement, per square foot; common systems modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and power, assessed per the nominal -48V DC ampere requirements specified by Talk America on the Bona Fide application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Talk America opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Talk America as described in this Section.

- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Talk America shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Talk America shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Talk America's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Talk America shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.4.1 The recurring charges for floor space begin on the Space Ready Date or on the date Talk America first occupies the Collocation Space, whichever is first. If Talk America fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing Talk America for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Talk America's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Talk America's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Talk America's equipment or space enclosure. Recurring power charges begin on the Space Ready Date or on the date Talk America first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Talk America's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Talk America's BellSouth Certified Supplier. Talk America is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Talk America'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 Talk America must provide BellSouth a copy of the engineering power specification prior to the day on which Talk America's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Talk America's arrangement area. Talk America shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Talk

- America's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Talk America shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Talk America has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Talk America's dedicated power plant results in construction of a new power plant room, upon termination of Talk America's right to occupy collocation space at such site, Talk America shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Talk America elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Talk America'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 Talk America's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Talk America's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Talk America's option, Talk America may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Talk America's equipment or space enclosure. Talk America shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Talk America's arrangement and terminations of cable within the collocation space.
- 8.5.4.1 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Talk America's arrangement area.
- 8.5.5 In Louisiana and South Carolina, Talk America has the option to purchase power directly from an electric utility company. Under such an option, Talk America 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 Talk America. Talk America's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Talk America in provisioning said power will be billed on an ICB basis.
- 8.5.6 If Talk America requests a reduction in the amount of power that BellSouth is currently providing Talk America 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 C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply.
- 8.6 Security Escort. A security escort will be required whenever Talk America or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Talk America shall pay for such half-hour charges in the event Talk America fails to show up.
- 8.7 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.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 Talk America 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 Attachment and having a Best's Insurance Rating of A-.
- 9.2 Talk America shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred

- thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Talk America's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Talk America may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Talk America to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Talk America shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Talk America's property has been removed from BellSouth's Premises, whichever period is longer. If Talk America fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Talk America.
- 9.5 Talk America shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Talk America shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Talk America's insurance company. Talk America shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 Talk America must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Talk America's net worth exceeds five hundred million dollars (\$500,000,000), Talk America may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Talk America 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 Talk America in the event that self-insurance status is not granted to Talk America. If BellSouth approves Talk America for self-insurance, Talk America shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Talk America's corporate officers. The ability to self-insure shall continue so long as the Talk America meets all of the requirements of this Section. If the Talk America subsequently no longer satisfies this Section, Talk America is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Talk America to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Talk America), 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 Talk America's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Talk America's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Talk America adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Talk America 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, Talk America will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Talk America employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Talk America 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. Talk America shall not be required to perform this investigation if an affiliated company of Talk America has performed an investigation of the Talk America employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Talk America has performed a pre-employment statewide investigation of criminal history records of the Talk America employee for the states/counties where the Talk America 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 Talk America will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Talk America 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 Talk America's name. BellSouth reserves the right to remove from its premises any employee of Talk America not possessing identification issued by Talk America or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Talk America shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Talk America shall be solely responsible for ensuring that any Guest of Talk America is in compliance with all subsections of this Section.
- 12.4 Talk America shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Talk America shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Talk America personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Talk America chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Talk America may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Talk America shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was

- terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Talk America shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Talk America employee or agent hired by Talk America within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Talk America shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Talk America will disclose the nature of the convictions to BellSouth at that time. In the alternative, Talk America may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Talk America employees requiring access to a BellSouth Premises pursuant to this Attachment, Talk America 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, Talk America shall promptly remove from BellSouth's Premises any employee of Talk America 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 Talk America is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Talk America's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Talk America's Security contact of such interview. Talk America and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Talk America's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Talk America for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Talk America's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Talk America for BellSouth property, which is stolen or damaged where an

- investigation determines the culpability of Talk America's employees, agents, or contractors and where Talk America agrees, in good faith, with the results of such investigation. Talk America shall notify BellSouth in writing immediately in the event that Talk America discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. Talk America shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of 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 BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Talk America's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Talk America'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 Talk America, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Talk America 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 Talk America's

acceleration of the project increases the cost of the project, then those additional charges will be incurred by Talk America. Where allowed and where practical, Talk America may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Talk America shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Talk America's permitted use, until such Collocation Space is fully repaired and restored and Talk America's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Talk America has placed an Adjacent Arrangement pursuant to Section 3, Talk America 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 Talk America shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Talk America 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 Talk America 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 Talk America shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Talk America should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Talk America to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Talk America will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Talk America when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Talk America space with proper notification. BellSouth reserves the right to stop any Talk America work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Talk America are owned by Talk America. Talk America 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 Talk America or different hazardous materials used by Talk America at BellSouth Facility. Talk America must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Talk America to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Talk America 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 Talk America will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Talk America 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 Talk America shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Talk America 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. Talk America further agrees to cooperate with BellSouth to ensure that Talk America's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Talk America, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 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.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAG ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Applicatio n Date	NOTES
			Standard Bays*	Non- Standard Bays**							
*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.											

Notes: Forecast information will be used for no other purpose than collocation planning.

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Talk America is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Talk America Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Talk America to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Talk America and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Talk America may contemplate a request for space sufficient to accommodate Talk America's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Talk America may contemplate a request for space sufficient to accommodate Talk America's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special

considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Talk America that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Talk America's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Talk America. Talk America agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Talk America. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Talk America as above, Talk America shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Talk America in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Talk America will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 Use of Space. Talk America shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Talk America's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Talk America agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 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 Talk America, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at

the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Talk America for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Talk America is unable to obtain the CLLI code from, for example, a site visit to the remote site, Talk America may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Talk America should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Talk America should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Talk America and inform Talk America of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Talk America with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Talk America request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by Talk America, up to a maximum of thirty (30) wire centers per Talk America request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Talk America agrees to pay the costs incurred by BellSouth in providing the information.

3. **Collocation Options**

- 3.1 **Cageless.** BellSouth shall allow Talk America to collocate Talk America's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Talk America to have direct access to Talk America's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Talk America's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Talk America 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 pursuant.
- 3.2 **Caged.** At Talk America's expense, Talk America may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Talk America's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Talk America and provide, at Talk America's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Talk America to obtain the zoning, permits and/or other licenses. Talk America's Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Talk America's Certified Supplier. Talk America must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Talk America's locked enclosure prior to notifying Talk America. Upon request, BellSouth shall construct the enclosure for Talk America.
- 3.2.1 BellSouth may elect to review Talk America's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Talk America indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Talk America has indicated their desire to construct their own enclosure. If Talk America's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Talk America's plans and specifications, BellSouth reserves the right

to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Talk America to remove or correct within seven (7) calendar days at Talk America's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Talk America may allow other telecommunications carriers to share Talk America's Remote Collocation Space pursuant to terms and conditions agreed to by Talk America ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Talk America shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Talk America that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Talk America.
- 3.3.1 Talk America, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Talk America 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 those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Talk America shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Talk America 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

Talk America's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Talk America and in conformance with BellSouth's design and construction specifications. Further, Talk America shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Talk America elect Adjacent Collocation, Talk America must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Talk America and Talk America's Certified Supplier must comply with local building code requirements. Talk America's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Talk America's Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Talk America's Certified Supplier. Talk America must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Talk America's locked enclosure prior to notifying Talk America.
- 3.4.2 Talk America must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Talk America's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Talk America to remove or correct within seven (7) calendar days at Talk America's expense any structure that does not meet these plans and specifications.
- 3.4.3 Talk America shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Talk America's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation

services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Talk America's Certified Supplier shall be responsible, at Talk America's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

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

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Talk America in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Talk America will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Talk America that

Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Talk America fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Talk America and billing will commence on the sixteenth day after BellSouth releases the Remote Collocation Space. Talk America must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Talk America's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Talk America may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Talk America's right to occupy the Remote Collocation Space in the event Talk America fails to comply with any provision of this Agreement.

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

5. **Use of Remote Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to 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 Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Talk America's failure to comply with this Section.
- 5.1.2.1 All Talk America equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Talk America shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 Talk America shall place a plaque or other identification affixed to Talk America's equipment to identify Talk America's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Talk America may elect to place Talk America-owned or Talk America-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Talk America will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Talk America must contact BellSouth for instructions prior to placing the entrance facility cable. Talk America is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. Talk America may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Talk America's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If Talk America desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Talk America's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Talk America or its agent must perform all required maintenance to Talk America equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Talk America's Equipment and Facilities. Talk America, or if required by this Attachment, Talk America's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Talk America which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Talk America and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564..
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

- 5.8 Access. Pursuant to Section 12, Talk America shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Talk America agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Talk America or Talk America's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Talk America and returned to BellSouth Access Management within fifteen (15) calendar days of Talk America's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Talk America agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Talk America employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Talk America or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Talk America's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Talk America. Talk America must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Talk America desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Talk America may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Talk America desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Talk America to access the Remote Collocation Space accompanied by a security escort at Talk America's expense. Talk America must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Talk America shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Talk America shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Talk America 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 and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to

- any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Talk America violates the provisions of this paragraph, BellSouth shall give written notice to Talk America, which notice shall direct Talk America to cure the violation within forty-eight (48) hours of Talk America's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Talk America fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other 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 Talk America's equipment. BellSouth will endeavor, but is not required, to provide notice to Talk America prior to taking such action and shall have no liability to Talk America for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Talk America fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Talk America or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Talk America shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Talk America in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Talk America at any time. Any damage caused to the Remote Collocation Space by Talk America's employees, agents or representatives shall be promptly repaired by Talk America at its expense.

- 5.12 Alterations. In no case shall Talk America or any person acting on behalf of Talk America make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Talk America. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.
- 5.13 Upkeep of Remote Collocation Space. Talk America shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Talk America shall be responsible for removing any Talk America debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Talk America and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For Talk America or Talk America's Guest(s) initial equipment placement, Talk America shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application In the event Talk America or Talk America's Guest(s) desires to modify the use of the Remote Collocation Space after Bona Fide Firm Order, Talk America shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Talk America in the application. Such necessary modifications to the Remote Site Location 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 Application Fee for Subsequent Application. The application fee paid by Talk America for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. The Subsequent Application is Bona Fide when it is

complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.

- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit Talk America to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Talk America of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Talk America of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Talk America or differently configured, Talk America must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Talk America or differently configured, Talk America must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Talk America 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 Talk America or differently configured, Talk America must resubmit its application to reflect the actual space available. BellSouth will also

respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

- 6.5 Denial of Application. If BellSouth notifies Talk America that no space is available (“Denial of Application”), BellSouth will not assess an Application Fee. After notifying Talk America that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Talk America, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location 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 Talk America to inspect any 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Talk America must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Talk America has originally requested caged collocation space and cageless collocation space becomes available, Talk America may refuse such space and notify

BellSouth in writing within that time that Talk America wants to maintain its place on the waiting list without accepting such space. Talk America may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Talk America does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Talk America from the waiting list. Upon request, BellSouth will advise Talk America as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) –to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) –to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) –to fifteen (15). Response intervals for multiple Bona Fide applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, BellSouth will provide a written response (“Application Response”) within fifteen (15) 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 a firm price quote for the space preparation fees, as described in Section 8 provided that Talk America has given BellSouth a forecast of Talk America’s collocation needs at least ten (10) calendar days prior to submitting an application if the Talk America has standardized space

- preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the Talk America has standardized space preparation rates in their Agreement.
- 6.10.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Talk America 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 Talk America submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.4 In Georgia and Mississippi, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.5 In Louisiana, when space has been determined to be available, BellSouth will respond with a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) applications; thirty (30) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Talk America or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Talk America a full application fee as set forth in Exhibit C.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Alabama, Kentucky and North Carolina, Talk America shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Talk

- America has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Talk America's Bona Fide application. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Talk America's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Talk America shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Talk America's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Talk America's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
7. **Construction and Provisioning**
- 7.1 **Construction and Provisioning Intervals.**
- 7.1.1 In Alabama, Kentucky and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Talk America submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Talk America submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Talk America submits such a forecast less than two (2) months prior to the application date, the above intervals may

- be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Talk America at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.
- 7.1.1.1 To be considered a timely and accurate forecast, Talk America must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Talk America cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions within a maximum of 90 calendar days from receipt of a

Bona Fide Firm Order, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Talk America or seek a waiver from this interval from the Commission.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Talk America with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and Talk America will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Talk America during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Talk America will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Talk America that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Talk America fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Talk America. BellSouth will correct any deviations to Talk America's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Talk America shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. Talk America and Talk America's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Talk America must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Talk America with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Talk America's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Talk America upon successful completion of installation. The BellSouth Certified Supplier shall bill Talk America directly for all work performed for Talk America pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such

- charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Talk America or any supplier proposed by Talk America. All work performed by or for Talk America shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Talk America shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Talk America's Remote Collocation Space. Upon request, BellSouth will provide Talk America with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Talk America. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Talk America may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Talk America, such information will be provided to Talk America in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Talk America within one hundred eighty 180 calendar days of BellSouth's written denial of Talk America's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Talk America was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Talk America may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Talk America must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.9 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. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Talk America cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Talk America cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Talk America 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. Talk America, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Talk America's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by Talk America.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. Recurring charges begin on the date that Talk America executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the Space Ready Date, whichever is first. If Talk America fails to schedule and

- complete a walkthrough within fifteen (15) calendar days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Talk America for recurring charges as of the sixteenth day after the Space Ready Date..
- 8.2.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Talk America's equipment. Talk America shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.2 Power. BellSouth shall make available -48 Volt (-48V) DC power for Talk America's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Talk America's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Talk America's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.2.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Talk America's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Talk America's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Talk America's option, Talk America may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.3 Security Escort. A security escort will be required whenever Talk America or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Talk America shall pay for such half-hour charges in the event Talk America fails to show up.
- 8.4 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 Talk America 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 Attachment and having a Best's Insurance Rating of A-.
- 9.2 Talk America shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Talk America's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Talk America may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Talk America to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Talk America shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Talk America's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Talk America fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Talk America.
- 9.5 Talk America shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this

interval may result in construction and equipment installation delays. Talk America shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Talk America's insurance company. Talk America shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 Talk America must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Talk America's net worth exceeds five hundred million dollars (\$500,000,000), Talk America may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Talk America shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Talk America in the event that self-insurance status is not granted to Talk America. If BellSouth approves Talk America for self-insurance, Talk America shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Talk America's corporate officers. The ability to self-insure shall continue so long as Talk America meets all of the requirements of this Section. If the Talk America subsequently no longer satisfies this Section, Talk America is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Talk America to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Talk America), 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 Talk America's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Talk America's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Talk America adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Talk America 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, Talk America will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Talk America employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Talk America 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. Talk America shall not be required to perform this investigation if an affiliated company of Talk America has performed an investigation of the Talk America employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Talk America has performed a pre-employment statewide investigation of criminal history records of the Talk America employee for the states/counties where the Talk America 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 Talk America will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Talk America shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Talk America's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Talk America not possessing identification issued by Talk America or who have violated

any of BellSouth's policies as outlined in the CLEC Security Training documents. Talk America shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Talk America shall be solely responsible for ensuring that any Guest of Talk America is in compliance with all subsections of this Section 12.

- 12.4 Talk America shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Talk America shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Talk America personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Talk America chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Talk America may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Talk America shall not knowingly assign to the BellSouth Remote Site Location 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 Talk America shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former contractor of BellSouth and whose access to a BellSouth Remote Site Location 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 Talk America employee or agent hired by Talk America within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Talk America shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Talk America will disclose the nature of the convictions to BellSouth at that time. In the alternative, Talk America may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Talk America employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Talk America 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, Talk America shall promptly remove from BellSouth's Remote Site Location any employee of Talk America BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Talk America is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Talk America's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Talk America's Security contact of such interview. Talk America and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Talk America's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Talk America for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Talk America's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Talk America for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Talk America's employees, agents, or contractors and where Talk America agrees, in good faith, with the results of such investigation. Talk America shall notify BellSouth in writing immediately in the event that the Talk America discovers one of its employees already working on the BellSouth Remote Site Location 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 Remote Site Location, any employee found to have violated the security and safety requirements of this section. Talk America shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. 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 Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Talk America's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Talk America'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 Talk America, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Talk America may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Talk America's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Talk America. Where allowed and where practical, Talk America may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Talk America shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Talk America's permitted use, until such Remote Collocation Space is fully repaired and restored and Talk America's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Talk America has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Talk America shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this

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

15. Nonexclusivity

- 15.1 Talk America 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 Talk America 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 Talk America shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Talk America should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Talk America to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Talk America will require its contractors, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Talk America when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Talk America space with proper notification. BellSouth reserves the right to stop any Talk America work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Talk America are owned by Talk America. Talk America 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 Talk America or different hazardous materials used by Talk America at BellSouth

- Facility. Talk America must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Talk America to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Talk America 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 Talk America will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Talk America 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 Talk America shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Talk America 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. Talk America further agrees to cooperate with BellSouth to ensure that Talk America's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Talk America, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	• P&SM Manager -

	must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3 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 facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or

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immediate significant damage to the environment or natural resources.

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE-MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Remote Site/Cit y	CAGED Sq. Ft.	CAGE- LESS # Bays	FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES

Notes: Forecast information will be used for no other purpose than collocation planning.

COLLOCATION - Alabama														Attachment: 4		Exhibit: D	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Recurring	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,760.00	3,760.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,134.00	3,134.00								
		Physical Collocation Reduced Rate - Application Fee - Subsequent			CLO	PE1BL		742.15									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	102.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,751.00	1,751.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.68										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.67										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.14										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.51									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.031	33.68	31.79								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.062	33.63	31.67								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.28	52.93	39.87								
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.27	51.99	38.59								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.23	52.00	38.60								
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.73	64.54	51.14								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	178.65										

COLLOCATION - Alabama												Attachment: 4		Exhibit: D		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Recurring	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.52									
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	54.14									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.40	15.40							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.19	26.19							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.19	26.19							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,150.00	2,150.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.69									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	4.74									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	32.02									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	40.48									
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.56								
		Collocation Cable Records - per request			CLO	PE1CR		1,518.57		265.99						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		653.83		378.24						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.62	9.62	11.79	11.79					
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.50	4.50	5.52	5.52					