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
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.4329	54.14	17.51								
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		1/0 Channel System in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		1/0 Channel System in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		1/0 Channel System in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.44										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	329.91	802.81	146.02								
		3/1Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0095										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	12.12	131.81	78.34								
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0095										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	10.19	131.81	78.34								
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.95										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	229.90	802.81	146.02								
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.44										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	329.91	802.81	146.02								
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	12.95										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	339.20	3,073.55	1,245.84								
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.44										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	339.20	802.81	146.02								
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.1938										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	31.06	234.02	162.52								
		1/0 Channel System in combination - per month			UNC1X	MQ1	70.84	170.57	0.00								
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	1.53	54.14	17.51								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	1.53	54.14	17.51								
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.44										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	339.20	802.81	146.02								
		3/1 Channel System in combination per month			UNCSX	MQ3	84.32	0.00	0.00								
		DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0095										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	7.47	131.81	78.34								
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0095										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	7.47	131.81	78.34								
	EXTENDED 2-WIRE VG LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								

UNBUNDLED NETWORK ELEMENTS - North 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
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.4329	54.14	17.51								
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								

UNBUNDLED NETWORK ELEMENTS - North 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
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	70.84	170.57	0.00								
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9199	54.14	17.51								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	31.06	234.02	162.52								

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	70.84	170.57	0.00								
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	1.53	54.14	17.51								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	1.53	54.14	17.51								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1938										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	31.06	234.02	162.52								
		3/1 Channel System in combination per month			UNC3X	MQ3	84.32	0.00	0.00								
		Per each DS1 COCI combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1938										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	31.06	234.02	162.52								
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.43	54.14	17.51								
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
		First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0095										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	7.47	131.81	78.34								
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
		First l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0095										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	7.47	131.81	78.34								
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00						
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX	UNCCC		11.28	11.28								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		40.25	13.51								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		64.04	25.62								
	MULTIPLEXER Interfaces																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	70.84	170.57	0.00								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	0.9199	6.39	4.58								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199	6.39	4.58								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	1.53	6.39	4.58								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.53	6.39	4.58								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.4329	6.39	4.58								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	6.39	4.58								
		DS3 to DS1 Channel System per month			UNC3X	MQ3	84.32	0.00	0.00								
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	84.32	0.00	0.00								
		DS1 COCI used with Loop per month			USL	UC1D1	8.43	6.39	4.58								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	8.43	6.39	4.58								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	8.43	6.39	4.58								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.43	6.39	4.58								
	Access to DCS - Customer Reconfiguration (FlexServ)																
		Customer Reconfiguration Establishment						1.43	1.43								
		DS1 DSC Termination with DS0 Switching					21.64	24.81	19.09								
		DS1 DSC Termination with DS1 Switching					7.34	17.93	12.22								
		DS3 DSC Termination with DS1 Switching					136.07	24.81	19.09								
	Service Rearrangements																
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.90	47.10								

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous																
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.89	18.89								

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed 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.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00	200.00								
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.81	8.96								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45								
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, NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA, NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.90	36.44								
		Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.24	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		87.90	36.44								
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.82	44.25								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
		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						
		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						
		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						
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48								
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1, UEANL	OCOSL		18.13									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	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								
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																	

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	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									
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.26										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.26										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
	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						
		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						
		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						
		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						
		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						
		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						
	PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45						
	VIRTUAL COLLOCATION																
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	8.02										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
	UNBUNDLED DARK FIBER																
		Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	36.41	640.51	138.17	317.76	198.11						
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29										
		Service Order Charge			9PBDC	9PBSC		15.69									
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		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						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.42										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
		3/1Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2-WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0134										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0134										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.26										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	12.26										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.42										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						
		3/1 Channel System in combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0134										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0134										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. 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
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. 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
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
	Optional Features & Functions:																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
			I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX	UNCCC		5.61	5.61	7.00	7.00						
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		40.27	13.52								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		64.07	25.63								
	MULTIPLEXER Interfaces																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.19	6.59	4.73								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	2.56	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
		DS3 to DS1 Channel System per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
		DS1 COCI used with Loop per month			USL	UC1D1	8.64	6.59	4.73								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	8.64	6.59	4.73								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.64	6.59	4.73								
	Access to DCS - Customer Reconfiguration (FlexServ)																
		Customer Reconfiguration Establishment						1.48		1.85							
		DS1 DSC Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41						
		DS1 DSC Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98						
		DS3 DSC Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
	Service Rearrangements																
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.90	47.10								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. 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
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous																
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.90	18.90								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
		NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
		NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed 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.															
		NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**															
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
		NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00	200.00								
ORDER MODIFICATION CHARGE																	
		Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
		Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	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	17.59	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	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
		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 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.74	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, NTCVG	UEAL2	22.08	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, NTCVG	UEAL2	36.87	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 1		1	UEA, NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.08	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, NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.23	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	21.98	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, NTCVG	UEAL4	32.93	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, NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URESL		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	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	19.77	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	29.63	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	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			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	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		23.42	3.30								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1, UEANL	OCOSL		34.29									
LOOP MODIFICATION																	
	Service	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
	Service	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
	Service	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	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			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			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			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	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			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)			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)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			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		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
	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								
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	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	11.74	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	11.74	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	17.59	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	17.59	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	29.37	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	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
	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			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0174										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	UNBUNDLED DARK FIBER																
		Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	28.74	1,121.00	153.19								
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92										
		Service Order Charge			9PBDC	9PBSC		23.20									
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENTED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
		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
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	8.80	11.49	1.18
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
		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
		1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		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
		1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.90	11.49	1.18
		EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		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
		1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		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
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
		3/1Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.92	8.43	11.95	
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.19										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	374.24	240.23	180.87	106.78	45.24			36.84	36.84	19.01	19.01
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	9.19										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389.35	240.23	180.87	106.78	45.24			36.84	36.84	19.01	19.01
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42		
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			31.26	10.42		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			31.26	10.42		
		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
		1/0 Channel System in combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			31.26	10.42		
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
		3/1 Channel System in combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			20.35	21.09		
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			20.35	21.09		
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			20.35	21.09		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			20.35	21.09		
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			20.35	21.09		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			20.35	21.09		
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.10	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	9.80	11.49	1.18
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		3/1 Channel System in combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Per each DS1 COCI combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.3562										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
		First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0174										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79			45.68	1.76	21.75	1.76

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46S	7.68S	.7637S	0.00S			45.68	1.76	21.75	1.76
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX	UNCCC		52.73	24.62	9.12	9.12						
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		40.35	13.54								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		64.20	25.68								
	MULTIPLEXER Interfaces																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 to DS1 Channel System per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		DS1 COCI used with Loop per month			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
	Access to DCS - Customer Reconfiguration (FlexServ)																
		Customer Reconfiguration Establishment						2.78		3.32				20.35	10.54		
		DS1 DSC Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08			45.68	1.76		
		DS1 DSC Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12			45.68	1.76		
		DS3 DSC Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08			45.68	1.76		
	Service Rearrangements																
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		270.55	47.21					45.68	1.76		
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28					45.68	1.76		
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Miscellaneous																
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93								

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE 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	10.05										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	355.33										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58										
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	16.07										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	16.07										
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	17.17										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.12										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	57.48										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	123.77										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	7.96										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	479.02										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	7.96										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	469.76										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.54										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	26.28										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	41.56										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.61										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.14										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	44.37										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	69.02										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.61										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	30.00										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.34										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.56										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.29										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.00										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.34										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.56										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.29										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.16										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	37.78										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	55.83										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.77										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
	DS1 COCI in combination per month			UNC1X	UC1D1	14.60										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	24.30										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	21.54										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.70										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	809.05										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	30.00										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.34										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.56										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.39										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	30.00										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	41.34										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	43.56										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.39										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	30.00										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	41.34										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.56										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.39										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	30.00										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	41.34										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	43.56										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.39										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.08										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	408.63										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	11.08										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	422.98										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	116.22										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.29										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.29										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.77										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.77										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.61										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.61										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	191.05										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	191.05										
		DS1 COCI used with Loop per month			USL	UC1D1	14.60										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	14.60										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	14.60										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	14.60										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
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	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	22.61										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	32.13										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	57.02										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	22.61										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	32.13										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	57.02										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	23.52										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	33.42										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	59.29										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.96										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	59.63										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	105.80										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	9.78										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	611.70										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	9.78										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	621.79										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.08										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	20.01										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	35.50										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.59										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.72										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	30.87										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.76										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.59										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.53										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	36.29										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	64.39										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	2.42										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON																
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.53										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.29										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	64.39										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.42										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION																
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.17										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	31.51										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	55.91										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	4.21										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
		DS1 COCI in combination per month			UNC1X	UC1D1	15.82										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	29.12										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	25.97										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh. 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
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.45										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1231.65										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.45										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.53										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	36.29										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	64.39										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	21.21										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	25.53										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	36.29										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	64.39										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	21.21										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.53										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	36.29										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	64.39										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	21.21										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	25.53										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	36.29										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	64.39										
	l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	21.21										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.44										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	511.65										

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.44										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	564.18										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	168.79										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.42										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.42										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	4.21										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	4.21										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.59										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.59										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	242.87										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	242.87										
		DS1 COCI used with Loop per month			USL	UC1D1	15.82										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	15.82										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	15.82										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	15.82										

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
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	I	1	UHL	UHL4X	11.95										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	47.17										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	53.37										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	71.33										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.62										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	291.39										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.62										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	351.23										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.13										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	39.32										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.91										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	393.32										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.92										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	412.47										
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	8.90										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	8.90										
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	10.03										
	Local Channel - Dedicated - DS1 Zone 1		1	ULDD1, UNC1X	ULDF1	21.24										

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1 Zone 2		2	ULDD1, UNC1X	ULDF1	64.75										
	Local Channel - Dedicated - DS1 Zone 3		3	ULDD1, UNC1X	ULDF1	189.41										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	1.66										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	169.06										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	1.66										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	177.81										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.31										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	19.49										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	38.04										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.54										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	20.47										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.93										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	34.79										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.54										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.14										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.61										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.95										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.15										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.14										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.61										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.95										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.15										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.79										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	30.20										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.50										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	1.91										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	47.17										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	53.37										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	71.33										
	DS1 COCI in combination per month			UNC1X	UC1D1	8.45										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	14.80										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	12.40										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.13										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	39.32										
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	80.21										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.91										

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	393.32										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.91										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	412.47										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.14										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.61										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.95										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	9.00										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	25.14										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	32.61										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	43.95										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	9.00										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.14										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.61										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	43.95										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	9.00										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	25.14										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	32.61										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	43.95										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	9.00										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	47.17										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	53.37										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	71.33										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.13										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	39.32										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.51										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	335.10										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.91										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	393.32										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.51										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	403.92										

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.91										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	412.47										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.66	0.7591	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	80.21										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.15										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.15										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	1.91										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.91										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.54										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.54										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	140.18										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	140.18										
		DS1 COCI used with Loop per month			USL	UC1D1	8.45										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	8.45										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	8.45										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.45										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE 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	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	18.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	21.36										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	21.36										
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	22.84										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	46.53										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	49.90										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	189.18										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	10.05										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	662.46										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	10.05										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	624.73										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.57										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	20.07										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	38.20										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.71										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	33.65										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	39.39										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	97.82										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.71										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	31.73										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	37.35										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	41.83										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.52										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	31.73										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	37.35										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	41.83										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.52										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.21										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	28.84										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.30										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.27										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
	DS1 COCI in combination per month			UNC1X	UC1D1	13.57										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	27.54										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	27.54										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.70										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1111.92										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.73										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	37.35										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	41.83										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	19.84										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	31.73										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	37.35										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	41.83										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	19.84										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.73										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	37.35										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	41.83										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	19.84										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31.73										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	37.35										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	41.83										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	19.84										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.23										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	407.74										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	12.23										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	423.87										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	130.33										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.52										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.52										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.27										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.27										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.72										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.72										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	181.93										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	181.93										
		DS1 COCI used with Loop per month			USL	UC1D1	13.57										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.57										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.57										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.57										

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE 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	11.26										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65										
	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	18.68										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94										
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74										
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	81.04										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72										
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	21.07										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	21.07										
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	22.32										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	45.06										

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	139.82										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	80.52										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.99										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	539.86										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8.99										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	525.80										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	17.17										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	29.15										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	58.03										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.75										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	35.43										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	44.07										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	69.45										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.75										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	35.64										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	42.30										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	44.76										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.59										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	35.64										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	42.30										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	44.76										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.59										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.40										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	40.57										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	74.96										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.40										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	DS1 COCI in combination per month			UNC1X	UC1D1	13.55										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.99										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	22.78										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	978.02										

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2 Exh. 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
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	6.95										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.64										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	42.30										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	44.76										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.95										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	35.64										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	42.30										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	44.76										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.95										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.64										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	42.30										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	44.76										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.95										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.64										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	42.30										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	44.76										
	I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.95										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.28										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	479.19										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	13.28										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	495.36										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95										

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		Optional Features & Functions:															
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00						
		MULTIPLEXERS															
		DS1 to DS0 Channel System per month			UNC1X	MQ1	120.85										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.59										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.59										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.40										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.40										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.75										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.75										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	231.70										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	231.70										
		DS1 COCI used with Loop per month			USL	UC1D1	13.55										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.55										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.55										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.55										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
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	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.60										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.35										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12.03										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.60										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.35										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12.03										
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	15.85										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.93										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16.63										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.85										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16.63										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118.62										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148.79										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237.75										
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527.23										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.88										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375.07										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.88										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.33										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	65.93										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.47										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84										
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	17.15										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	17.15										
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	18.39										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	42.35										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	41.39										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	254.87										
		Local Channel - Dedicated - DS1 - Zone 4		4	ULDD1, UNC1X	ULDF1	254.87										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	11.11										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	475.95										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	11.11										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	469.22										
ENHANCED EXTENDED LINK (EELs)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	15.97										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	21.56										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	31.68										
		2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	52.58										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.66										
		4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	31.59										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	44.00										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	57.53										
		4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	57.53										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.66										
		4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	31.56										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	39.73										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	46.87										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL56	37.09										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.40										
		4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	31.56										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	39.73										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	46.87										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	37.09										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.40										
		2-WIRE ISDN LOOP FOR USE IN COMBINATION															
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	24.16										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	31.73										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.94										
		2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	68.06										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.01										
		4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75										
		4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23										
		DS1 COCI in combination per month			UNC1X	UC1D1	3.01										
		2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.00										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	23.37										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.00										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	20.54										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	5.47										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	738.18										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	5.47										
	3/1 Channel System in combination per month			UNCSX	MQ3	196.22										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.56										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.73										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	46.87										
	4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	37.09										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	25.90										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	31.56										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	39.73										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	46.87										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 4		4	UNCDX	UDL64	37.09										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	25.90										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.56										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.73										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	46.87										
	4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	37.09										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	25.90										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31.56										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	39.73										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	46.87										
	4-wire 64 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL64	37.09										
	I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	25.90										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75										
		4-wire DS1 Digital Lcoal Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48										
		DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.81										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	431.33										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18										
		STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.81										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.73										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84										
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		Optional Features & Functions:															
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00						
		MULTIPLEXERS															
		DS1 to DS0 Channel System per month			UNC1X	MQ1	118.28										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.40										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.40										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.01										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.01										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.66										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.66										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	196.22										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	196.22										
		DS1 COCI used with Loop per month			USL	UC1D1	14.90										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	14.90										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	14.90										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	14.90										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE 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	9.14										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.52										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.96										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.14										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.52										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.96										
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	12.66										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.51										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.66										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.51										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.89										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	264.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	12.93										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	22.90										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	36.46										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	13.83										

UNBUNDLED NETWORK ELEMENTS - North 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
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	24.53										
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	39.04										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	31.11										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	55.13										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	87.77										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	1.14										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	343.76										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	1.14										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	329.05										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.75										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	19.96										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	29.01										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.4978										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	22.45										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	28.45										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	53.03										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.4978										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.28										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.72										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	49.54										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	10.58										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.28										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.72										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	49.54										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	10.58										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.75										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	30.08										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	40.68										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	1.76										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
	DS1 COCI in combination per month			UNC1X	UC1D1	9.69										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0109										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	13.94										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0109										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	11.72										
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	5.11										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	379.40										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	5.11										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	390.08										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.28										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.72										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	49.54										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0109										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	8.59										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	25.28										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	31.72										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	49.54										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.0109										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	8.59										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	25.28										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.72										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	49.54										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0109										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	8.59										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	25.28										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31.72										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	49.54										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0109										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	8.59										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.89										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	264.38										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.11										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	379.40										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.89										

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	390.08										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.11										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	390.08										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	81.47										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.06										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.06										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	1.76										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.76										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.4978										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4978										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	96.97										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	96.97										
		DS1 COCI used with Loop per month			USL	UC1D1	9.69										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	9.69										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	9.69										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	9.69										

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
UNBUNDLED EXCHANGE ACCESS LOOP																
	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	11.02										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
	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	18.42										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	17.63										
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	17.63										
	Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	19.02										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	49.01										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	80.87										
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	219.28										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	13.72										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	512.90										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	13.72										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	500.37										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	19.18										
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	26.60										
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	32.73										
	Voice Grade COCI - Per Month			UNCVX	1D1VG	0.64										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	37.48										
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	50.47										
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	49.89										
	Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.64										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	34.42										

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
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	39.09										
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	39.95										
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.37										
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	34.42										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	39.09										
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	39.95										
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.37										
2-WIRE ISDN LOOP FOR USE IN COMBINATION																
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	28.99										
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	37.67										
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	43.36										
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.94										
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
	DS1 COCI in combination per month			UNC1X	UC1D1	9.94										
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.02										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	22.36										
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.02										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	19.58										
DS1 INTEROFFICE TRANSPORT FOR COMBINATION																
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.97										
DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	7.38										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	810.20										
STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	7.38										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	810.11										
4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	34.42										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.09										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	39.95										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	15.42										
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	34.42										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	39.09										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	39.95										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	15.42										
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	34.42										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.09										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	39.95										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	15.42										
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	34.42										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	39.09										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	39.95										
	l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	15.42										
DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment: 2 Exh. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.97										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	7.38										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	810.20										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.10										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	7.38										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	810.11										
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	123.71										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.37										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.37										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.94										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.94										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.64										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.64										
	DS3 to DS1 Channel System per month			UNC3X	MQ3	165.62										
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	165.62										
	DS1 COCI used with Loop per month			USL	UC1D1	9.94										
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	9.94										
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	9.94										
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	9.94										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE 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	12.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.27										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	21.28										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	12.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	16.27										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	21.28										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	20.93										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	16.02										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	20.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	27.37										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	66.39										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	86.71										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	113.38										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.41										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	19.76										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	25.81										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	33.74										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.76										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	25.81										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	33.74										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	20.91										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	27.30										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	35.71										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.68										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54.43										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	71.17										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.22										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	703.00										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8.22										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	689.53										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	19.04										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	24.87										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	32.52										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.05										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	28.40										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	37.10										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	48.51										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.05										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	35.76										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	46.70										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	61.08										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON																
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION																
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.55										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	33.37										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	43.64										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.73										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
		DS1 COCI in combination per month			UNC1X	UC1D1	20.22										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.06										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	31.40										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	92.89										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.69										
	3/1 Channel System in combination per month			UNCSX	MQ3	256.43										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	24.37										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	61.08										
	I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	24.37										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	429.49										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	10.57										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	453.74										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.85	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	92.89										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.09										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.09										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.56										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.56										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.05										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.05										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	256.43										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	256.43										
		DS1 COCI used with Loop per month			USL	UC1D1	20.22										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	20.22										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	20.22										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	20.22										

Attachment 3

Network Interconnection

TABLE OF CONTENTS

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 Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Lightyear.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.8 **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 The Telcordia® LERG™ Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **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.

2.11 **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.

2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Lightyear.

2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **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.

2.24 **Transit Traffic** is traffic originating on Lightyear'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 Lightyear's network.

3 Network Interconnection

3.1 This Attachment pertains only to the provision of network interconnection where Lightyear owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.

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 traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three (3) consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party.

The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Lightyear elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Lightyear and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Lightyear's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Lightyear 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 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.

3.4.3 Upon verbal request by Lightyear, BellSouth shall allow Lightyear access to the fusion splice point for the Fiber Meet point for maintenance purposes on Lightyear's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

4.1 BellSouth and Lightyear 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 Attachment**.** 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 Lightyear shall establish an interconnection trunk group(s) to at least one (1) BellSouth access tandem within the LATA for the delivery of Lightyear's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Lightyear desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Lightyear has established interconnection trunk groups, Lightyear shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

4.2.1 Notwithstanding the forgoing, Lightyear shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Lightyear has homed (i.e., assigned) its NPA/NXXs. Lightyear 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. Lightyear 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 IXCs based on Lightyear's NXX access tandem homing arrangement as specified by Lightyear in the LERG.

4.4 Any Lightyear interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Lightyear from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Lightyear to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Lightyear 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 intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Lightyear shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Lightyear 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 Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Lightyear'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 one hundred ninety-two (192) trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 <u>Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic</u>

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, ISP-Bound Traffic and IntraLATA Toll Traffic. Lightyear shall order such two-way trunks via the 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 in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll

Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 BellSouth Access Tandem Interconnection. BellSouth Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, Lightyear's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Lightyear and BellSouth Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Lightyear and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing (MPB) arrangement with BellSouth, and other network providers with which Lightyear desires to exchange traffic. This trunk group also carries Lightyear originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Lightyear. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Lightyear-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Lightyear End Users. A two-way trunk group provides Intratandem Access for Lightyear's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Lightyear and ICOs, IXCs, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which Lightyear exchanges traffic. This trunk group also carries Lightyear originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Lightyear. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Lightyear and BellSouth. In addition, a separate two-way transit trunk group must

be established for Lightyear's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Lightyear and ICOs, IXCs, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which Lightyear exchanges traffic. This trunk group also carries Lightyear originated Transit Traffic transiting a single BellSouth Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Lightyear. However, where Lightyear is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

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

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Lightyear does not choose access tandem interconnection at every BellSouth Access Tandem within a LATA, Lightyear must utilize BellSouth's MTA interconnection. To utilize MTA Lightyear must establish an interconnection trunk group(s) at a minimum of one (1) BellSouth Access Tandem within each LATA as required. BellSouth will route Lightyear's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Lightyear must also establish an interconnection trunk group(s) at all BellSouth Access Tandems where Lightyear NXXs are homed as described in Section 4.2.1 above. If Lightyear 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, Lightyear can order MTA in each BellSouth Access Tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Lightyear's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End Users served through those BellSouth Access Tandems where Lightyear does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.2.5.2 Lightyear 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 IXC. Switched access traffic originated by or terminated to Lightyear will be delivered to and from IXCs based on Lightyear's NXX access tandem homing arrangement as specified by Lightyear in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Lightyear does not purchase MTA in a LATA served by multiple Access Tandems, Lightyear must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Lightyear routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Lightyear shall pay BellSouth the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows Lightyear to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Lightyear-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth End Offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) BellSouth local tandem, Lightyear must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Lightyear 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. Lightyear may deliver Local Traffic and ISP-Bound 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 Lightyear does not choose to establish an interconnection trunk group(s). It

is Lightyear'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 Lightyear's codes. Likewise, Lightyear shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Lightyear must also establish an interconnection trunk group(s) to BellSouth Access Tandems within the LATA on which Lightyear has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access 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 Section A35 of BellSouth's GSST).

4.10.3.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Lightyear has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Lightyear and BellSouth.

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

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

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Lightyear to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Lightyear shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

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

4.10.5.2.2 Lightyear may choose to perform its own Toll Free database queries from its switch. In such cases, Lightyear will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Lightyear will route the post-query local or IntraLATA converted ten (10)-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Lightyear will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and Lightyear shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Lightyear will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Lightyear's network but that are connected to BellSouth's Access Tandem.

4.10.5.2.3 All post-query Toll Free calls for which Lightyear 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 a BellSouth Access Tandem within the LATA.

5 Network Design And Management For Interconnection

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide

public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Lightyear chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Lightyear switch and the BellSouth STP. BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

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

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Lightyear-to-BellSouth one-way trunks (Lightyear Trunks), BellSouth-to-Lightyear one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Lightyear 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).

6.2 Once initial interconnection trunk forecasts have been developed, Lightyear shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Lightyear shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

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

6.4 Trunk Utilization

6.4.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Lightyear shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, BellSouth may disconnect any under-utilized BellSouth Final Trunk Groups and Lightyear shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.2 BellSouth's CISC will notify Lightyear of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Lightyear interface. Lightyear will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Lightyear expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Lightyear to

determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Lightyear. The due date of these orders will be four (4) weeks after Lightyear was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, BellSouth and Lightyear shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. BellSouth will request the disconnection of any under-utilized two-way trunk(s) and Lightyear shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.4.1 BellSouth's CISC will notify Lightyear of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Lightyear interface. Lightyear will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Lightyear expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Lightyear to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Lightyear will issue disconnect orders to BellSouth. The due date of these orders will be four (4) weeks after Lightyear was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

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

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST.

8.1.1.1 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.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, 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 (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's End User's presubscribed interexchange carrier or if one (1) Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 If Lightyear assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Lightyear 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 Lightyear customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Lightyear agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Lightyear at BellSouth's FCC No. 1 Tariff rates.

8.2 If Lightyear does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Lightyear NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.. BellSouth shall make appropriate billing adjustments if Lightyear can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) 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.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to

Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's intrastate Access Services Tariff will apply to Lightyear. 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 thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where BellSouth has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at BellSouth's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Lightyear. In the event that BellSouth opts to utilize its own data to determine jurisdictional reporting factors, BellSouth shall notify Lightyear at least fifteen (15) days prior to the beginning of the calendar quarter in which BellSouth will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, Lightyear must provide BellSouth the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Lightyear shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Lightyear. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by BellSouth. Lightyear's PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, Lightyear is found to have

overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Lightyear shall reimburse BellSouth for the cost of the audit.

8.4 Compensation for 8XX Traffic. BellSouth will charge the appropriate switched access charges as set forth in the BellSouth intrastate Access Services Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number. Lightyear will pay BellSouth the database query charge as set forth in the BellSouth Intrastate Access Services Tariff. Lightyear will be responsible for any applicable Common Channel Signaling (SS7).

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Access Screening. BellSouth's provision of 8XX TFD to Lightyear requires interconnection from Lightyear to BellSouth's 8XX Signal Channel Point. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Lightyear shall establish SS7 interconnection at the BellSouth LSTPs serving the BellSouth 8XX Signal Channel Points that Lightyear desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's intrastate Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN 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 be considered Switched Access Traffic.

8.5.2 If a BellSouth End User chooses Lightyear as their presubscribed interexchange carrier, or if a BellSouth End User uses Lightyear as an interexchange carrier on a

101XXXX basis, BellSouth will charge Lightyear the appropriate BellSouth tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When Lightyear's end office switch provides an access service connection to or from an 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 Lightyear as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish MPB for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Lightyear'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 Lightyear, 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.

8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 Lightyear agrees not to deliver switched access traffic to BellSouth for termination except over Lightyear ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 BellSouth shall provide tandem switching and transport services for Lightyear's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Lightyear and Wireless Type 1 third parties shall not be treated as Transit Traffic

from a routing or billing perspective. Traffic between Lightyear and Wireless Type 2A shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly MPB in accordance with MECAB guidelines.

8.6.2 The delivery of traffic that transits the BellSouth network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Lightyear is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Lightyear. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Lightyear shall reimburse BellSouth for such charges or costs.

8.7 For purposes of intercarrier compensation, BellSouth will not be responsible for any compensation associated with the exchange of traffic between Lightyear and a CLEC utilizing BellSouth switching. Where technically feasible, BellSouth will use commercially reasonable efforts to provide records to Lightyear to identify those CLECs utilizing BellSouth switching with whom Lightyear has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Lightyear and the CLEC utilizing BellSouth switching.

9 Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to Lightyear a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Lightyear will be required to arrange to accept 911 calls from its End Users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. Lightyear will be required to route that call to the appropriate PSAP. When a municipality

converts to E911 service, Lightyear will be required to begin using E911 procedures.

10.3 E911 Interconnection. Lightyear shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Lightyear shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Lightyear will be required to provide BellSouth daily updates to the E911 database. Lightyear will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Lightyear will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Lightyear shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by Lightyear from BellSouth pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database

queries to Lightyear's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. BellSouth and Lightyear will send and receive ten (10) digits for Local Traffic. Additionally, BellSouth and Lightyear 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.

11.3 SS7 Network Interconnection is the interconnection of Lightyear LSTP switches or Lightyear local or tandem switching systems with BellSouth STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Lightyear local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.

11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Lightyear or other third party switching systems with A-link access to the BellSouth SS7 network.

11.3.2 If traffic is routed based on dialed or translated digits between a Lightyear local switching system and a BellSouth or other third party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Lightyear LSTP switches and BellSouth or other third party local switch.

11.3.3 SS7 Network Interconnection shall provide:

11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Lightyear local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages

to a gateway pair of Lightyear LSTPs and shall not include SCCP Subsystem Management of the destination.

11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Lightyear or Lightyear-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

11.4.1 A-link interface from Lightyear local or tandem switching systems; and

11.4.2 B-link interface from Lightyear STPs.

11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

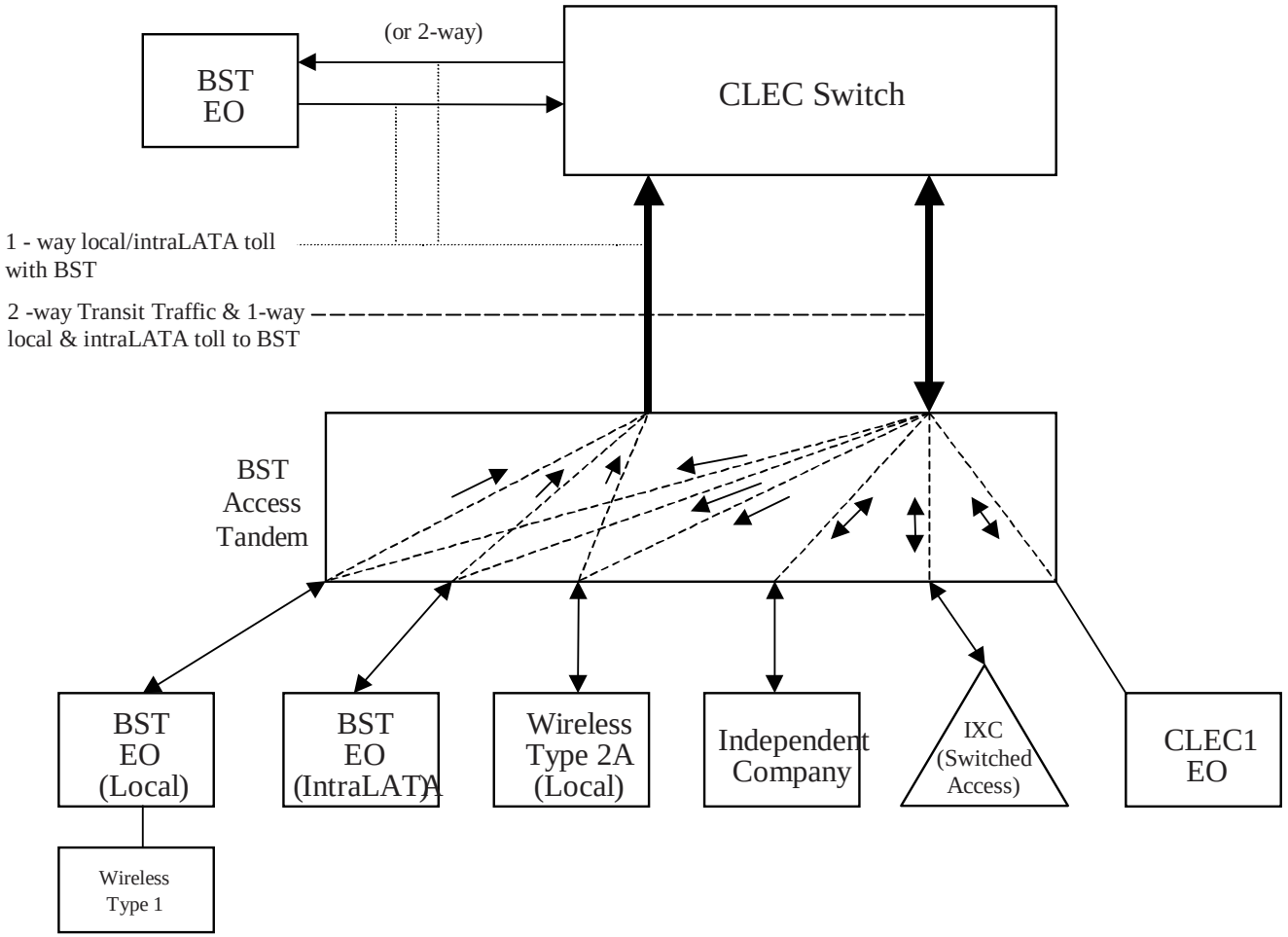
11.4.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.4.6 BellSouth shall set message screening parameters to accept messages from Lightyear local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Lightyear switching system has a valid signaling relationship.

Exhibit B

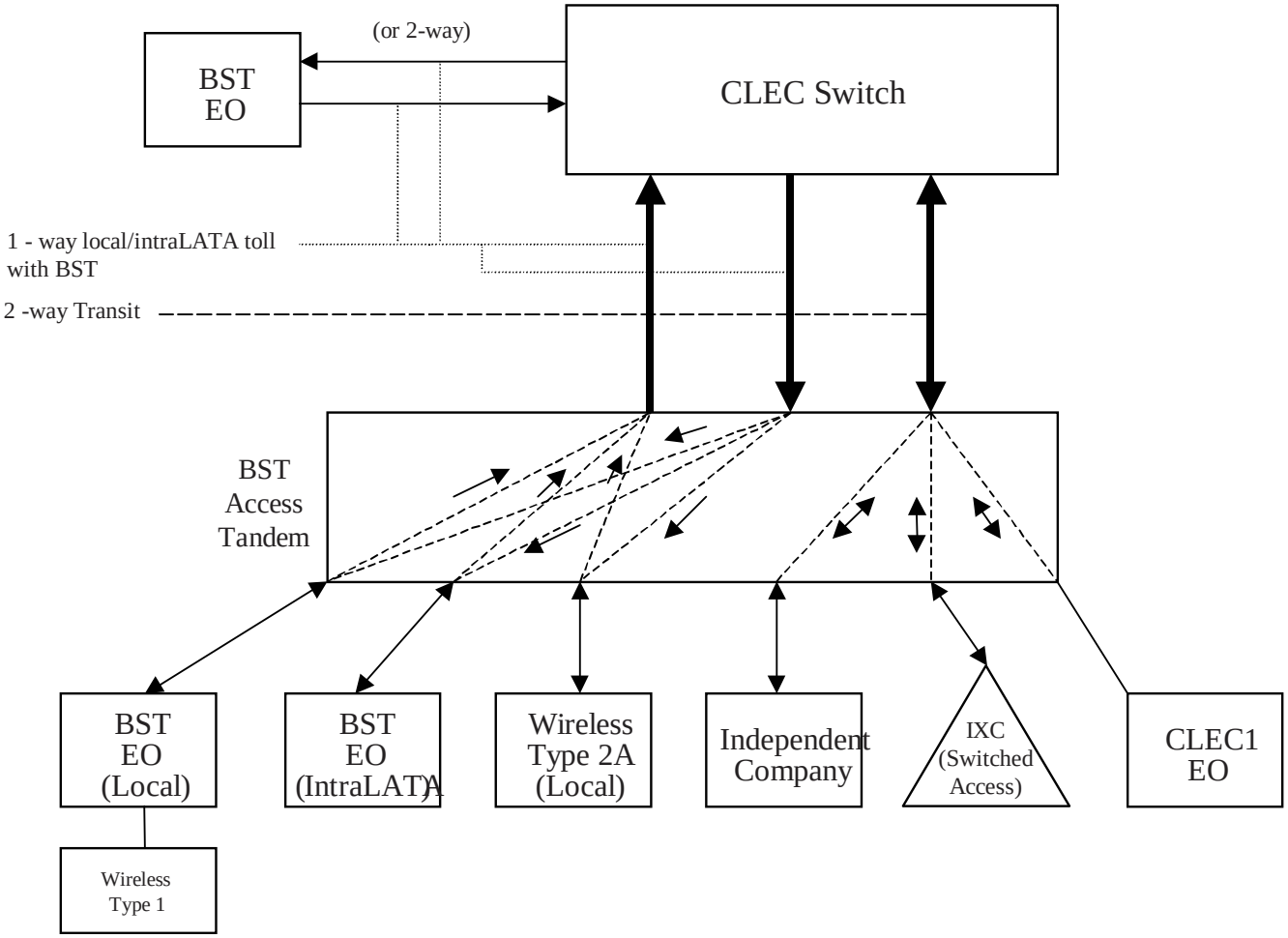
Basic Architecture



Version: 2Q0
07/06/05

Exhibit C

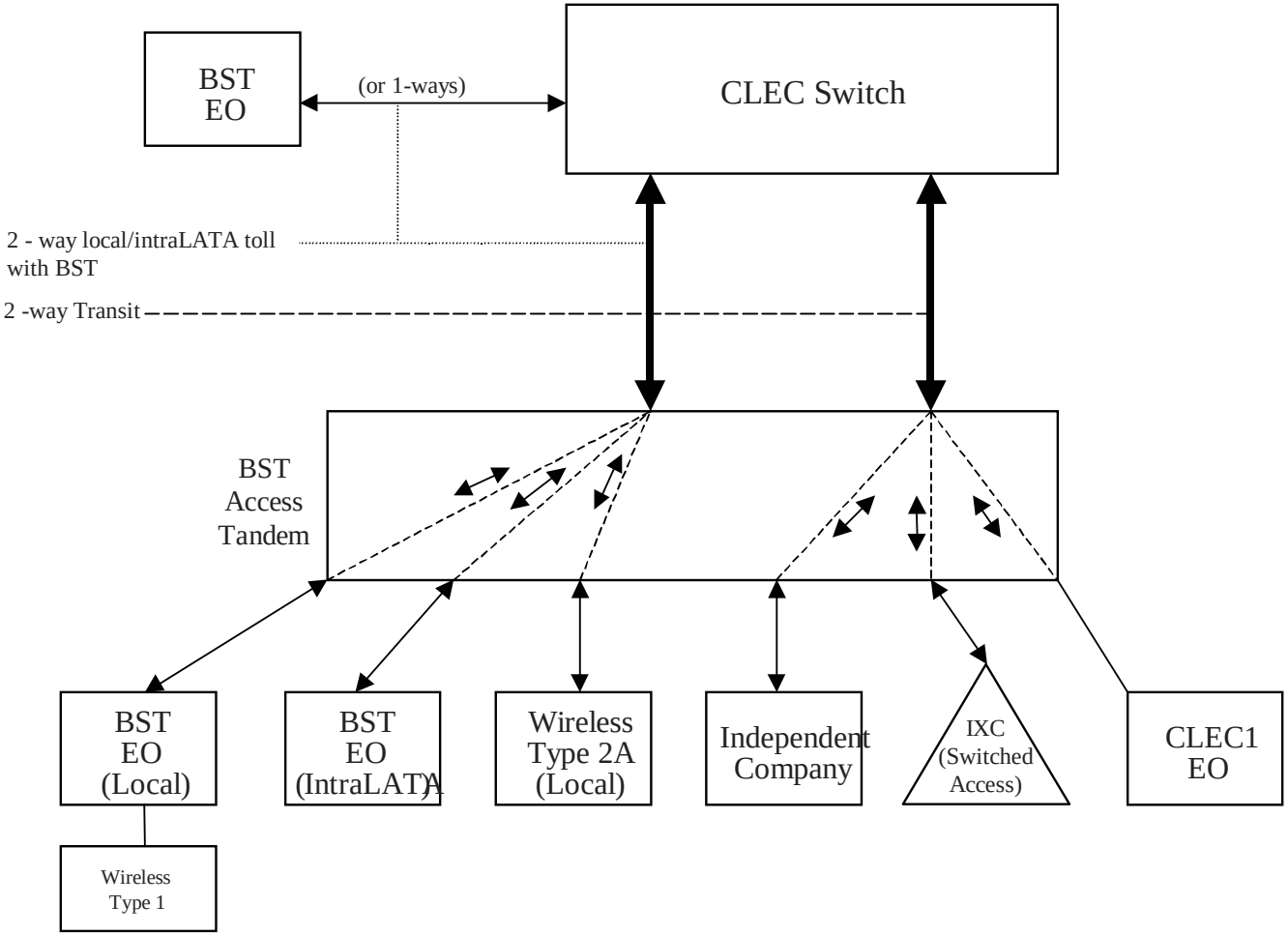
One-Way Architecture



Version: 2Q0
07/06/05

Exhibit D

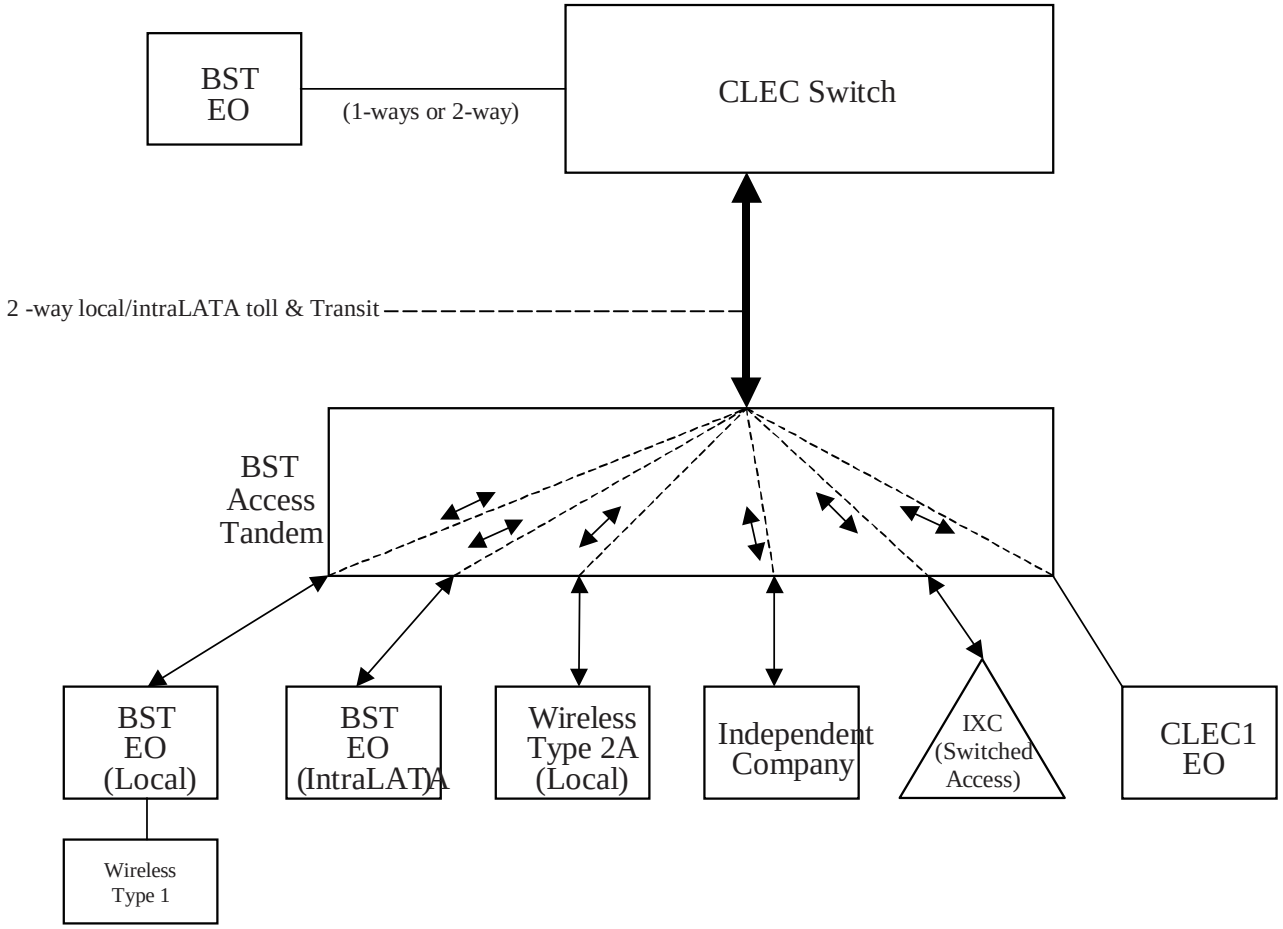
Two-Way Architecture



Version: 2Q0
07/06/05

Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama

Attachment: 3 Exh 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															
	Tandem Switching Function Per MOU					0.0004980bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000498										
	Tandem Intermediary Charge, per MOU*					0.0025										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
SIGNALING (CCS7)																
	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.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						

LOCAL INTERCONNECTION - Alabama													Attachment: 3 Exh 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	
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57							
	CCS7 Signaling Usage, Per TCAP Message					0.0000569bk											
	CCS7 Signaling Usage, Per ISUP Message					0.0000142bk											
	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 Exh 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																	
	Tandem Switching Function Per MOU					0.0006019bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006019											
	Tandem Intermediary Charge, per MOU*					0.0025											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU					0.0000035bk											
	Common Transport - Facilities Termination Per MOU					0.0004372bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84							
LOCAL INTERCONNECTION MID-SPAN MEET																	
	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									
SIGNALING (CCS7)																	
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.																	
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05											
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31							
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31							

LOCAL INTERCONNECTION - Florida														Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31							
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31							
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31							
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03							
		CCS7 Signaling Usage, Per TCAP Message					0.0000607bk											
		CCS7 Signaling Usage, Per ISUP Message					0.0000152bk											
	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 Exh 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																
	Tandem Switching Function Per MOU					0.0004086bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004086											
	Tandem Intermediary Charge, per MOU*					0.0025											
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000027bk											
	Common Transport - Facilities Termination Per MOU					0.0001914bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.62	54.43	46.395	13.365							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88							
	LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
	MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605							
SIGNALING (CCS7)																	
	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.																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	17.05	131.96	131.96	16.91	16.91							
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	17.05	131.96	131.96	16.91	16.91							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	17.05	131.96	131.96	16.91	16.91							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	17.05	131.96	131.96	16.91	16.91							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.05	34.77	34.77	16.91	16.91							

LOCAL INTERCONNECTION - Georgia													Attachment: 3 Exh 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	
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.05	34.77	34.77	16.91	16.91							
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	133.99											
	CCS7 Signaling Usage Surrogate, per link			UDB	STU56	340.67											
	CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00	33.32	33.32							
	CCS7 Signaling Usage, Per TCAP Message					0.0000527bk											
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					0.0000132bk											
	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 Exh 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																	
	Tandem Switching Function Per MOU					0.0006772bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006772											
	Tandem Intermediary Charge, per MOU*					0.0025											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU					0.0000030bk											
	Common Transport - Facilities Termination Per MOU					0.0007466bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42							
LOCAL INTERCONNECTION MID-SPAN MEET																	
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08									
SIGNALING (CCS7)																	
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.																	
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45							

LOCAL INTERCONNECTION - Kentucky													Attachment: 3 Exh 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	
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45							
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43							
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43							
	CCS7 Signaling Usage, Per TCAP Message					0.0000656bk											
	CCS7 Signaling Usage, Per ISUP Message					0.0000164bk											
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 Exh 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																	
	Tandem Switching Function Per MOU					0.0005507bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005507											
	Tandem Intermediary Charge, per MOU*					0.0025											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	8.15									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU					0.0000032bk											
	Common Transport - Facilities Termination Per MOU					0.0003748bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62									
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62									
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05									
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21									
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63									
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27									
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30									
LOCAL INTERCONNECTION MID-SPAN MEET																	
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76									
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25									
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58									
SIGNALING (CCS7)																	
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.																	
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60											
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50									
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50									
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50									
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50									

LOCAL INTERCONNECTION - Louisiana													Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50									
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.10											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17									
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17									
		CCS7 Signaling Usage, Per TCAP Message					0.000064bk											
		CCS7 Signaling Usage, Per ISUP Message					0.000016bk											
	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 Exh 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															
	Tandem Switching Function Per MOU					0.0005379bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005379										
	Tandem Intermediary Charge, per MOU*					0.0025										
	*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000026bk										
	Common Transport - Facilities Termination Per MOU					0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								
SIGNALING (CCS7)																
	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.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						

LOCAL INTERCONNECTION - Mississippi													Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53							
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53							
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78							
		CCS7 Signaling Usage, Per TCAP Message					0.0000597bk											
		CCS7 Signaling Usage, Per ISUP Message					0.0000149bk											
	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 Exh 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																
	Tandem Switching Function Per MOU					0.0004788bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004788											
	Tandem Intermediary Charge, per MOU*					0.0025											
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000023bk											
	Common Transport - Facilities Termination Per MOU					0.0001676bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	26.62									
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62									
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1938											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	31.19	86.69	79.44									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.44											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	329.91	270.69	158.05									
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21									
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.63									
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27									
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30									
	LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
	MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06									
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40									
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38									
SIGNALING (CCS7)																	
	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.																
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	8.13	34.50	34.50									
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	8.13	34.50	34.50									
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50									
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50									

LOCAL INTERCONNECTION - North Carolina													Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.13	278.02	278.02									
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.13	278.02	278.02									
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.19											
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	644.04											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77									
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00									
		CCS7 Signaling Usage, Per ISUP Message					0.00004bk											
		CCS7 Signaling Usage, Per TCAP Message					0.00009bk											
	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 Exh 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															
	Tandem Switching Function Per MOU					0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000045bk										
	Common Transport - Facilities Termination Per MOU					0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	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	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
SIGNALING (CCS7)																
	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.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48						

LOCAL INTERCONNECTION - South Carolina													Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49											
		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							
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65							
		CCS7 Signaling Usage, Per TCAP Message					0.0000692bk											
		CCS7 Signaling Usage, Per ISUP Message					0.0000173bk											
	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 Exh 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																
	Tandem Switching Function Per MOU					0.0009778bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009778											
	Tandem Intermediary Charge, per MOU*					0.0025											
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000064bk											
	Common Transport - Facilities Termination Per MOU					0.0003871bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	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																
	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	14.51	13.46							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66									
SIGNALING (CCS7)																	
	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.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41											
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00	

LOCAL INTERCONNECTION - Tennessee													Attachment: 3 Exh 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	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	20.35	13.32	13.32	
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	20.35	13.32	13.32	
		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	0.00	0.00	0.00	
		CCS7 Signaling Usage, Per TCAP Message					0.0000916bk											
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk											
	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

Central Office Physical Collocation

Table of Contents

BELLSOUTH
CENTRAL OFFICE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises. The rates, terms and conditions contained within this Attachment shall only apply when Lightyear is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to Lightyear collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Lightyear to occupy a 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 Lightyear and agreed to by BellSouth (hereinafter "Collocation Space"). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by Lightyear may contemplate a request for space sufficient to accommodate Lightyear's growth within a twenty-four (24) month period.

1.2.2.2 In the state of Florida, the size specified by Lightyear may contemplate a request for space sufficient to accommodate Lightyear's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall assign Lightyear Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Lightyear's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth

shall not materially increase Lightyear's cost or materially delay Lightyear's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Lightyear wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.4 Transfer of Collocation Space. Lightyear shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Lightyear has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Lightyear's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.

1.4.1 The responsibilities of Lightyear shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Lightyear.

1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

1.5 Space Reclamation

1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Lightyear will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and Lightyear cannot demonstrate that Lightyear will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide

written notice to Lightyear requesting that Lightyear release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Lightyear's collocation arrangement is not being utilized.

1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, Lightyear shall either: (1) return the non-utilized Collocation Space to BellSouth in which case Lightyear shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Lightyear accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Lightyear shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

1.5.4 Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or Lightyear's refusal to return requested Collocation Space should be resolved by BellSouth and Lightyear pursuant to the dispute resolution language contained in Section 8 of General Terms and Conditions.

1.6 Use of Space. Lightyear shall use the Collocation Space for the purpose of installing, maintaining and operating Lightyear's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Lightyear may not be used for any purposes other than as specifically described herein or in any amendment hereto.

1.7 Rates and Charges. Lightyear agrees to pay the rates and charges identified in Exhibit B.

1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a 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. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, 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 Optional Space Availability Report

2.1 Upon request from Lightyear and at Lightyear's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth 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 BellSouth Premises for which the Space Availability Report was requested by Lightyear.

2.1.1 The request from Lightyear for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.

2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.

3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Lightyear to collocate Lightyear's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Lightyear to have direct access to Lightyear's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Lightyear's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Lightyear 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 Collocation

3.2.1 BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At Lightyear's option and expense, Lightyear will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's

wire mesh enclosure specifications, Lightyear and Lightyear's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Lightyear's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Lightyear's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Lightyear's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Lightyear's BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Lightyear's BellSouth Certified Supplier. Lightyear must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Lightyear's locked enclosure prior to notifying Lightyear at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Lightyear's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Lightyear.

3.2.2 In the event Lightyear's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Lightyear's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Lightyear of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Lightyear's Initial Application. If Lightyear's Initial Application does not indicate its desire to construct its own enclosure and Lightyear subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Lightyear will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Lightyear subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Lightyear will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Lightyear's plans and specifications, then BellSouth will provide notification to Lightyear within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Lightyear's plans and specifications. Regardless of whether or not BellSouth elects to review Lightyear's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Lightyear's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Lightyear's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Lightyear's caged Collocation Space, BellSouth shall require

Lightyear, at Lightyear's expense, to remove or correct any structure that does not meet Lightyear's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 Lightyear may allow other telecommunications carriers to share Lightyear's caged Collocation Space, pursuant to the terms and conditions agreed to by Lightyear (Host) and the other telecommunications carriers (Guests) contained in 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 to Lightyear. BellSouth shall be notified in writing by Lightyear upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Lightyear 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 Lightyear. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Lightyear.

3.3.2 Lightyear, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Lightyear with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Lightyear shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 Lightyear 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 Lightyear's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Lightyear or Lightyear's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Lightyear shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

3.4.2 If Lightyear requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Lightyear must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Lightyear and Lightyear's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Lightyear's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Lightyear's BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay such charges imposed by Lightyear's BellSouth Certified Supplier. Lightyear must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Lightyear's locked enclosure prior to notifying Lightyear at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.3 Lightyear must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Lightyear's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Lightyear's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Lightyear for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Lightyear's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Lightyear's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Lightyear's Adjacent Arrangement, BellSouth shall require Lightyear, at

Lightyear's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

3.4.4 Lightyear shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Lightyear's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at Lightyear's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Lightyear will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Lightyear's BellSouth Certified Supplier shall be responsible, at Lightyear's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 BellSouth will permit Lightyear to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). Lightyear shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Lightyear. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Lightyear to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Lightyear's physical/virtual Collocation Spaces are contiguous in the central office, Lightyear will have the option of using Lightyear's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Lightyear will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Lightyear may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital

System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Lightyear is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, Lightyear must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to Lightyear.

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between Lightyear and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Lightyear to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to Lightyear upon Lightyear's request for the CCXC. Lightyear is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 Lightyear must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Lightyear. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Lightyear shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Lightyear to provision the CCXC to the other collocated telecommunications carrier. In those instances where Lightyear's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Lightyear may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Lightyear shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Lightyear shall not provision CCXC on any

BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Lightyear is solely responsible for ensuring the integrity of the signal.

3.6.3 To place an order for a CCXC, Lightyear must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Lightyear.

4 Occupancy

4.1 Space Ready Notification. BellSouth will notify Lightyear in writing when the Collocation Space is ready for occupancy (Space Ready Date).

4.2 Acceptance Walkthrough. Lightyear will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from Lightyear's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Lightyear completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Lightyear's acceptance of the Collocation Space (Space Acceptance Date). In the event Lightyear fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Lightyear on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If Lightyear decides to occupy the Collocation Space prior to the Space Ready Date, the date Lightyear occupies the space is deemed the Space Acceptance Date and billing will begin from that date.

4.4 Lightyear shall notify BellSouth in writing that its collocation equipment installation is complete. Lightyear's collocation equipment installation is complete when Lightyear's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to Lightyear's End Users. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from Lightyear.

4.5 Termination of Occupancy.

4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Lightyear may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of

occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Lightyear and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Lightyear signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Lightyear jointly conduct an inspection, confirming that Lightyear has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B. BellSouth may terminate Lightyear's right to occupy Collocation Space in the event Lightyear fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B, for such Collocation Space.

4.5.2 Upon termination of occupancy, Lightyear, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Lightyear from the Collocation Space. Lightyear shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Lightyear's Guest(s), unless Lightyear's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Lightyear's Termination Date.

4.5.3 Lightyear shall continue the payment of all monthly recurring charges to BellSouth until the date Lightyear, and if applicable Lightyear's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Lightyear or Lightyear's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Lightyear or Lightyear's Guest(s), in any manner that BellSouth deems fit, at Lightyear's expense and with no liability whatsoever for Lightyear's property or Lightyear's Guest(s) property.

4.5.4 Upon termination of Lightyear's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. Lightyear shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Lightyear, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Lightyear's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and

ERMA Records. Lightyear shall be responsible for the cost of removing any Lightyear constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 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, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Lightyear's failure to comply with this Section.

5.2 Terminations. Lightyear shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Lightyear,

additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Lightyear submits an application for terminations that will exceed the total capacity of the collocated equipment, Lightyear will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Lightyear will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

5.4 No Marketing. Lightyear 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 BellSouth Premises.

5.5 Equipment Identification. Lightyear shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Lightyear's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Lightyear's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.6 Entrance Facilities. Lightyear may elect to place Lightyear-owned or Lightyear leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Lightyear will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Lightyear will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Lightyear's equipment in Lightyear's Collocation Space. In the event Lightyear utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Lightyear must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Lightyear is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Lightyear's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

5.6.1 Microwave Transmission Facilities. At Lightyear's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit Lightyear to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Lightyear demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Lightyear's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.

5.7 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each BellSouth Premises where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by Lightyear for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Lightyear with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Lightyear's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Lightyear in the Application Response.

5.8 Shared Use

5.8.1 Lightyear may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Lightyear's Collocation Space within the same BellSouth Premises.

5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Lightyear must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Lightyear-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Lightyear desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Lightyear authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Lightyear's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if Lightyear elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

5.9.2 BellSouth will designate the point(s) of demarcation between Lightyear's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Lightyear shall be responsible for providing the necessary cabling and Lightyear's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. Lightyear or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.10 Equipment and Facilities. Lightyear, or if required by this Attachment, Lightyear's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by Lightyear, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Lightyear and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.

5.11 BellSouth's Access to Collocation Space

5.11.1 From time to time, BellSouth may require access to Lightyear's Collocation Space. BellSouth retains the right to access Lightyear's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Lightyear at least forty-eight (48) hours before access to Lightyear's Collocation Space is required. Lightyear may elect to be present whenever BellSouth performs work in the Lightyear's Collocation Space. The Parties agree that Lightyear will not bear any of the expense associated with this type of work.

5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.

5.11.3 Lightyear must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.

5.12 Lightyear's Access

5.12.1 Pursuant to Section 12 below, Lightyear shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Lightyear agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier or agent of Lightyear or Lightyear's Guest(s) with Lightyear's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Lightyear and returned to BellSouth Access Management within fifteen (15) days of Lightyear's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. Lightyear agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Lightyear's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with Lightyear ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Lightyear shall pay all applicable charges associated with lost or stolen Access Devices.

5.12.2 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one (1) hour, to Lightyear's designated Collocation Space, after receipt of the BFFO, without charge to Lightyear. Lightyear must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Lightyear desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Lightyear may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Lightyear desires access to its designated Collocation Space after the first accompanied free visit and Lightyear's access request form(s) has not been approved by BellSouth or Lightyear has not yet submitted an access request form to BellSouth, Lightyear shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Lightyear's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Lightyear must request that escorted access be provided by BellSouth to Lightyear's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Lightyear or it's approved agent or supplier requires access to the entrance manhole.

5.13 Lost or Stolen Access Devices. Lightyear shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes

necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Lightyear's employees, suppliers, agents or Guest(s) to return an Access Device(s), Lightyear shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

5.14.1 Notwithstanding any other provisions of this Attachment, Lightyear 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 any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; 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 Lightyear violates the provisions of this paragraph, BellSouth shall provide written notice to Lightyear, which shall direct Lightyear to cure the violation within forty-eight (48) hours of Lightyear's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.14.2 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 Lightyear fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Lightyear's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Lightyear prior to the taking of such action and BellSouth shall have no liability to Lightyear for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Lightyear fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible,

BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Lightyear or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Lightyear is significantly degrading the performance of other advanced services or traditional voice band services, Lightyear shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.15 Personalty and Its Removal. Facilities and equipment placed by Lightyear 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 Lightyear at any time. Any damage caused to the Collocation Space by Lightyear's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Lightyear at its sole expense. If Lightyear decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Lightyear's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Lightyear the Administrative Only Application Fee associated with the type of removal activity performed by Lightyear, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to Lightyear.

5.16 Alterations. Under no condition shall Lightyear or any person acting on behalf of Lightyear make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Lightyear. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides Lightyear with an Application Response.

5.17 Janitorial Service. Lightyear shall be responsible for the general upkeep of its Collocation Space. Lightyear shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon

request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

6 Ordering and Preparation of Collocation Space

6.1 Initial Application. For Lightyear's or Lightyear's Guest's(s') initial equipment placement, Lightyear shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Lightyear and will be billed by BellSouth on the date BellSouth provides Lightyear with an Application Response.

6.2 Subsequent Application. In the event Lightyear or Lightyear's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Lightyear shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by Lightyear in the Subsequent Application. Such modifications to the BellSouth 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.

6.2.1 Subsequent Application Fees. The application fee paid by Lightyear for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by Lightyear prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Lightyear submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when Lightyear submits a

Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Lightyear's physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Lightyear with an Application Response.

6.3 Space Preferences. If Lightyear has previously requested and received a Space Availability Report for the BellSouth Premises, Lightyear may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate Lightyear's space preference(s), Lightyear may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Lightyear with an Application Response.

6.4 Space Availability Notification

6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Lightyear's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

6.4.2 If the amount of space requested is not available, BellSouth will notify Lightyear 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 Lightyear or space that is configured differently, no application fee will apply. If Lightyear decides to accept the available space, Lightyear must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Lightyear resubmits its application to accept the available space, BellSouth will bill Lightyear the appropriate application fee.

6.5 Denial of Application. If BellSouth notifies Lightyear that no space is available (Denial of Application), BellSouth will not assess an application fee to Lightyear. After notifying Lightyear that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Lightyear, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In

order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate 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 Lightyear to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.3 When physical Collocation Space becomes available, Lightyear must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Lightyear has originally requested caged Collocation Space and cageless Collocation Space becomes available, Lightyear may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Lightyear wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

6.7.4 Lightyear may accept an amount of space less than what it originally requested 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 Lightyear does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Lightyear from the waiting list. Upon request, BellSouth will advise Lightyear as to its position on the waiting list for a particular BellSouth Premises.

6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.

6.9 Application Response

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Lightyear to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

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

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Lightyear or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Lightyear the appropriate application fee

associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.

6.11 BFFO

6.11.1 Lightyear shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Lightyear's Bona Fide application or Lightyear's application will expire.

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

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Lightyear. If additional space has been requested by Lightyear, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Lightyear cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are

defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards 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 for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

7.2 Records Only Change

7.2.1 When Lightyear adds equipment, that was originally included on Lightyear's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.

7.2.2 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Lightyear, when Lightyear requests an Alteration specifically identified in Sections 7.2.2.1 through 7.2.2.9 below as an "Augment". Except as otherwise set forth in Section 7.2.2.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Lightyear. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Lightyear.

7.2.2.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth Battery Distribution Fuse Bay (BDFB)

7.2.2.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.2.2.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)

7.2.2.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

7.2.2.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.2.2.6 If Lightyear submits an Augment that includes two (2) Augment items from the same category in either Sections 7.2.2.1, 7.2.2.2 or 7.2.2.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.2.2.7 If Lightyear submits an Augment that includes three (3) Augment items from the same category in either Sections 7.2.2.1, 7.2.2.2, or 7.2.2.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).

7.2.2.8 If Lightyear submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.2.2.1, 7.2.2.2 and 7.2.2.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment

category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.2.2.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Lightyear and BellSouth. If Lightyear and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.2.2.4 and Section 7.2.2.5 above, would apply based on whether the Augment is for Lightyear's physical or virtual Collocation Space.

7.2.2.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Lightyear requests multiple items from different Augment categories, BellSouth will bill Lightyear the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Lightyear at the time BellSouth provides Lightyear with the Application Response. Lightyear will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.2.2.4 and 7.2.2.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

7.3 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Lightyear will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.

7.4 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.

7.5 Circuit Facility Assignments

7.5.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Lightyear prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Lightyear has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Lightyear prior to the Provisioning Interval for those BellSouth Premises in which Lightyear has physical Collocation Space with a POT bay provided by Lightyear or virtual Collocation Space, until Lightyear has provided BellSouth with the following information:

7.5.1.1 For physical Collocation Space with a Lightyear-provided POT bay, Lightyear shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or

7.5.1.2 For virtual Collocation Space, Lightyear shall provide BellSouth with a complete layout of Lightyear's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Lightyear's BellSouth Certified Supplier.

7.5.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Lightyear. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.

7.5.3 BellSouth will bill Lightyear a nonrecurring charge, as set forth in Exhibit B, each time Lightyear requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Lightyear.

7.6 Use of BellSouth Certified Supplier. Lightyear shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Lightyear, if a BellSouth Certified Supplier or Lightyear's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Lightyear must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Lightyear with a list of BellSouth Certified Suppliers, upon request. Lightyear, if a BellSouth Certified Supplier, or Lightyear's BellSouth Certified Supplier(s) shall be responsible for installing Lightyear's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Lightyear upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Lightyear, the BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by Lightyear's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Lightyear or any supplier proposed by Lightyear and will not unreasonably withhold certification. All work performed by or for Lightyear shall conform to generally accepted industry standards.

7.7 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Lightyear shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Lightyear's Collocation Space. Upon request, BellSouth will provide Lightyear with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated

equipment by Lightyear. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.8 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Lightyear may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by Lightyear, such information will be provided to Lightyear in BellSouth's written denial of physical Collocation Space. Lightyear must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

7.8.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.

7.9 Virtual to Physical Conversion (In-Place)

7.9.1 Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (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; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Lightyear an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Lightyear.

7.9.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.9.1 above.

7.10 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Lightyear cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Lightyear cancels its order for Collocation Space at any time prior to the Space

Ready Date, no cancellation fee shall be assessed by BellSouth; however, Lightyear will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Lightyear up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Lightyear cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Lightyear 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 Firm Order not been canceled.

7.11 Licenses. Lightyear, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

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 Rates. Lightyear agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.1.1 In Tennessee, if Lightyear elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

8.1.2 Should Lightyear elect to transition to the TRA Option after the execution of this Agreement, Lightyear shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.

8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Lightyear or on Lightyear's next scheduled monthly billing statement.

8.3 Recurring Charges. If Lightyear has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Lightyear fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Lightyear occupies the space prior to the Space Ready Date, the date Lightyear occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Lightyear's next billing cycle and will include any prorated charges for the period from Lightyear's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Lightyear on Lightyear's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.

8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Lightyear collocation arrangement, to verify that the total number of fused amps of power capacity installed by Lightyear's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Lightyear on Lightyear's Initial Application and all Subsequent Applications. If BellSouth determines that Lightyear's BellSouth Certified Supplier has installed more DC capacity than Lightyear requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Lightyear in writing of such discrepancy and shall assess Lightyear for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Lightyear's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.

8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Lightyear or on Lightyear's next scheduled monthly billing statement, if Lightyear's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of Lightyear's BFFO or on Lightyear's next scheduled monthly billing statement.

8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Lightyear shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Lightyear's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation

Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Lightyear's Collocation Space for the operation of Lightyear's equipment. For caged physical Collocation Space, Lightyear shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Lightyear 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Lightyear's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Lightyear shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.7 Power

8.7.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Lightyear's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, Lightyear's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Lightyear's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Lightyear on Lightyear's Initial Application and any Subsequent Applications. Lightyear is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Lightyear's Collocation Space. The BellSouth Certified Supplier contracted by Lightyear must provide BellSouth with a copy of the engineering power specifications prior to the day on which Lightyear's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Lightyear's Collocation Space. Lightyear shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Lightyear's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Lightyear's Collocation Space, power cable feeds and terminations of the power cabling. Lightyear and Lightyear's BellSouth Certified Supplier shall comply

with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

8.7.2 In Florida only, pursuant to technical feasibility, commercial availability and safety limitations, BellSouth will permit Lightyear to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Lightyear may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.

8.7.3 BellSouth will revise Lightyear's recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Lightyear submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Lightyear's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Lightyear's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Lightyear's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.

8.7.4 BellSouth will revise Lightyear's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Lightyear, certifying the completion of the power reduction work, including the removal of any associated power cabling by Lightyear's BellSouth Certified Supplier. Notwithstanding the foregoing, if Lightyear's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Lightyear's BellSouth Certified Supplier and Lightyear shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

8.7.5 If Lightyear requests an increase or a reduction in the amount of power that BellSouth is currently providing, Lightyear must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Lightyear's Subsequent Application.

8.7.6 If Lightyear has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Lightyear must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.

8.7.7 If Lightyear elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Lightyear's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for 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 Lightyear's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Lightyear's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Lightyear's option, Lightyear may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.7.8 Lightyear shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Lightyear's arrangement and terminations of cable within the Collocation Space.

8.7.9 Fused Amp Billing. In all states, except as noted in Section 8.7.1 above for Florida, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by Lightyear on its application should reflect a multiplier of one point five (1.5) to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by Lightyear on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by Lightyear on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.7.10 Florida Power Usage Option

8.7.10.1 In Florida only, Lightyear may request that -48 DC power provisioned by BellSouth to Lightyear's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready

Date, whichever is appropriate, pursuant to Section 8.3 above. If Lightyear desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Lightyear to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Lightyear requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Lightyear's Initial Application or Subsequent Application. BellSouth shall allow Lightyear at Lightyear's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Lightyear. BellSouth is not required to build its central office power infrastructure to meet Lightyear's forecasted DC power demand. Lightyear must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Lightyear converts to the FL Option or for any new collocation arrangements Lightyear establishes under the FL Option.

8.7.10.2 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Lightyear's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by Lightyear's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Lightyear for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust Lightyear's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.

8.7.10.3 BellSouth shall assess Lightyear a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Lightyear shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Lightyear. The requested change in DC power usage will be reflected in Lightyear's next scheduled monthly billing cycle.

8.7.11 In Alabama and Louisiana, Lightyear has the option to purchase power directly from an electric utility company. Under such option, Lightyear 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 Lightyear. Lightyear's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Lightyear currently has power supplied by BellSouth, Lightyear may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Lightyear in provisioning said power will be billed by BellSouth on an ICB basis.

8.7.12 In South Carolina, Lightyear has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, Lightyear 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 conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Lightyear. Lightyear's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these codes. Lightyear must submit an application to BellSouth for the appropriate amount of Collocation Space that Lightyear requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Lightyear's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Lightyear shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Lightyear would have the option to order its power needs directly from BellSouth.

8.7.13 In Alabama and Louisiana, if Lightyear has existing power configurations currently served from the BellSouth main power board and requests that its power

be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Lightyear must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Lightyear will submit a Subsequent Application and the appropriate application fee will apply.

8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Lightyear's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be billed at the rates set forth in Exhibit B.

8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Lightyear in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Lightyear's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Lightyear's BFFO.

8.10 Security Escort. After Lightyear has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to Lightyear's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when Lightyear's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Lightyear shall pay for such half-hour charges in the event Lightyear's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

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

9.2 Lightyear shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and

Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). 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) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Lightyear's real and personal property situated on or within a BellSouth Premises.

9.2.4 Lightyear 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 Agreement, upon thirty (30) days notice to Lightyear, 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 Lightyear 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 Agreement or until all of Lightyear's property has been removed from BellSouth's Premises, whichever period is longer. If Lightyear fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Lightyear.

9.5 Lightyear shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 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. Lightyear shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Lightyear's insurance company. Lightyear shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office – Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, GA 30375

9.6 Lightyear 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 Lightyear's net worth exceeds five hundred million dollars ($500,000,000), Lightyear may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Lightyear shall provide audited financial statements to BellSouth thirty (30) 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 Lightyear in the event that self-insurance status is not granted to Lightyear. If BellSouth approves Lightyear for self-insurance, Lightyear shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Lightyear's corporate officers. The ability to self-insure shall continue so long as Lightyear meets all of the requirements of this Section. If Lightyear subsequently no longer satisfies the requirements of this Section, Lightyear is required to purchase insurance as indicated by Section 9.2 above.

9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Lightyear to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10 Mechanics Lien

10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Lightyear), 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 Lightyear's equipment and facilities in Lightyear's Collocation Space(s) prior to the activation of facilities and/or services between Lightyear's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Lightyear adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Lightyear 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 inspections shall be borne by BellSouth.

12 Security and Safety Requirements

12.1 Unless otherwise specified, Lightyear will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Lightyear employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the Lightyear employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Lightyear shall not be required to perform this investigation if an affiliated company of Lightyear has performed an investigation of the Lightyear employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Lightyear has performed a pre-employment statewide investigation of criminal history records of the Lightyear employee for the states/counties where the Lightyear employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Lightyear 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 at BellSouth's Interconnection Web site, www.interconnection.bellsouth.com/guides.

12.3 Lightyear shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Lightyear's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Lightyear's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Lightyear not possessing identification issued by Lightyear or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Lightyear shall hold BellSouth harmless for any damages resulting from such removal of Lightyear's personnel from a BellSouth Premises. Lightyear shall be solely responsible for ensuring that any Guest(s) of Lightyear is in compliance with all subsections of this Section.

12.4 Lightyear shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Lightyear 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 of Lightyear's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Lightyear chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Lightyear 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 Lightyear 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 Lightyear 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 the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Lightyear employee or agent hired by Lightyear within the last five (5) years, who requires access to a BellSouth Premises to perform work in Lightyear Collocation Space(s), Lightyear shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Lightyear will disclose the nature of the convictions to BellSouth at that time. In the alternative, Lightyear 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 Lightyear employees requiring access to a BellSouth Premises pursuant to this Attachment, Lightyear 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, Lightyear shall promptly remove from the BellSouth Premises any employee of Lightyear that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Lightyear is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview Lightyear's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Lightyear's Security representative of such interview. Lightyear and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Lightyear's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Lightyear for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is

established and mutually agreed in good faith that Lightyear's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Lightyear for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Lightyear's employees, agents, suppliers, or Guests and where Lightyear agrees, in good faith, with the results of such investigation. Lightyear shall notify BellSouth in writing immediately in the event that Lightyear discovers one of its employees, agents, suppliers, or Guests 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's Premises, any employee found to have violated the security and safety requirements of this Section. Lightyear shall hold BellSouth harmless for any damages resulting from such removal of Lightyear's personnel from a 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 telephone(s) of the other Party on BellSouth's 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, agents, suppliers, or Guests.

13 Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for Lightyear's permitted use hereunder, then either Party may elect within ten (10) 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 Lightyear'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 Lightyear, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only.

Lightyear may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Lightyear's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Lightyear's expense. Where allowed and where practical, Lightyear may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Lightyear shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Lightyear's permitted use, until such Collocation Space is fully repaired and restored and Lightyear's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Lightyear has placed an Adjacent Arrangement pursuant to Section 3.4 above, Lightyear 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 date 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 a 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 Lightyear 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) days after such taking.

15 Nonexclusivity

15.1 Lightyear understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve 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 Lightyear 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 Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. 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 Lightyear shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Lightyear should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Lightyear 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 suppliers of BellSouth for environmental protection. Lightyear will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by Lightyear when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Lightyear space with proper notification. BellSouth reserves the right to stop any Lightyear work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Lightyear are owned by and considered the property of Lightyear. Lightyear 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 Lightyear or different hazardous materials used by Lightyear at a BellSouth Premises. Lightyear must demonstrate adequate emergency response capabilities for the materials used by Lightyear or remaining at a BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Lightyear to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Lightyear 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 Lightyear will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Lightyear must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Lightyear 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 employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. Categories for Consideration of Environmental Issues

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

2.2 The most current version of the reference documentation must be requested from Lightyear's BellSouth Regional Contract Manager (RCM).

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 supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's 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 and federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)

Janitorial service	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	Procurement Manager (CRES Related Matters)-BST Supply Chain Services 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 supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. Definitions

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 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. OSHA hazard communications standard (29 C.F.R. § 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 BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

4. Acronyms

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

BST – BellSouth Telecommunications

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

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

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

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

Attachment 4

Remote Site Collocation

REMOTE SITE COLLOCATION
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REMOTE SITE COLLOCATION

1. Scope of Attachment

1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when Lightyear is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (Remote Collocation Space) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter BellSouth Premises). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to occupy. BellSouth shall offer to Lightyear Remote Collocation Space on rates, terms, and conditions that are just, reasonable, nondiscriminatory, and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Lightyear 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 Lightyear and agreed to by BellSouth. 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 Site 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 Site Locations other than those specified above.

1.3 Space Reservation

1.3.1 In all states other than Florida, the number of bays specified by Lightyear may contemplate a request for space sufficient to accommodate Lightyear's growth within a two (2) year period.

1.3.2 In the state of Florida, the number of bays specified by Lightyear may contemplate a request for space sufficient to accommodate Lightyear'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 Lightyear

that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Lightyear's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Lightyear. Lightyear agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Lightyear. 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 Lightyear as above, Lightyear shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Lightyear 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. Lightyear will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.

1.6 Use of Space. Lightyear shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Lightyear's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth UNEs in accordance with the Act, FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.7 Due Dates. 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. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

1.8 Compliance. Subject to Section 24 of General Terms and Conditions, 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 Optional Report

2.1 Space Availability Optional Report

2.1.1 Upon request from Lightyear, 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.

2.1.2 The request from Lightyear for a Space Availability Report must be written and must include the CLLI code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If Lightyear is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Lightyear may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Lightyear should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Lightyear should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request**.**

2.1.3 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request.

2.1.4 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth region, shall be negotiated between the Parties.

2.2 Remote Terminal Information

2.2.1 Upon request, BellSouth will provide Lightyear 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.

2.2.2 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a Lightyear request subject to the following conditions: (i) the information will only be provided on a compact disc 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 Lightyear, up to a maximum of thirty (30) wire centers per Lightyear request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Lightyear agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one compact disc.

3. Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Lightyear to collocate Lightyear's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Lightyear to have direct access to Lightyear's equipment and facilities in accordance with Section 5.8 below. BellSouth shall make cageless collocation available in single bay increments. Except where Lightyear's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Lightyear 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 to Section 7.4 below.

3.2 Caged Collocation

3.2.1 At Lightyear's option and expense, Lightyear may arrange with a Supplier certified by BellSouth (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 specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Lightyear and Lightyear's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Lightyear's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Lightyear's expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for Lightyear's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Lightyear's BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Lightyear's BellSouth Certified Supplier. Lightyear must provide the local BellSouth Remote Site Location contact with two (2) Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Lightyear's locked enclosure prior to notifying Lightyear at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Lightyear's Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Lightyear.

3.2.2 BellSouth may elect to review Lightyear's plans and specifications, if Lightyear has indicated its desire to have Lightyear's BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure Lightyear's compliance with BellSouth's wire mesh enclosure

specifications. BellSouth will notify Lightyear of its desire to execute this review in BellSouth's Application Response to Lightyear's application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for Lightyear to place a firm order for the Remote Collocation Space it is requesting. If Lightyear's application does not indicate their desire to construct their own enclosure and Lightyear subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Lightyear will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Lightyear's plans and specifications. Regardless of whether or not BellSouth elects to review Lightyear'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 wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Lightyear's written notification that the enclosure has been completed. BellSouth shall require Lightyear, at Lightyear's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Lightyear's caged Remote Collocation Space, any structure that does not meet Lightyear's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 Lightyear may allow other telecommunications carriers to sublease Lightyear's Remote Collocation Space pursuant to terms and conditions agreed to by Lightyear (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. Lightyear shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Lightyear 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 Lightyear.

3.3.2 Lightyear, 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 Lightyear with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay 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, Lightyear shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's ACNA. A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.

3.3.3 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/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 Lightyear 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 Lightyear's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement (Adjacent Arrangement) on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by Lightyear and in conformance with BellSouth's design and construction specifications. Further, Lightyear shall construct, procure, maintain and operate said Adjacent Arrangement 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 Adjacent Arrangement.

3.4.2 Should Lightyear elect Adjacent Collocation, Lightyear must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, Lightyear and Lightyear's BellSouth Certified Supplier must comply with local building code requirements. Lightyear's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Lightyear's BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Lightyear's BellSouth Certified Supplier. Lightyear must

provide the local BellSouth Remote Site Location contact with two (2) cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Lightyear's locked enclosure prior to notifying Lightyear at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

3.4.3 Lightyear must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review Lightyear's plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) 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. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Lightyear's written notification that the Adjacent Arrangement has been completed. BellSouth shall require Lightyear, at Lightyear's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Lightyear's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.

3.4.4 Lightyear shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Lightyear'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 Alabama and Louisiana, at Lightyear's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the NEC, any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. Lightyear will pay for any and all (one hundred percent (100%)) DC power construction and provisioning costs to an Adjacent Arrangement through ICB pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Lightyear's BellSouth Certified Supplier shall be responsible, at Lightyear's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 CCXCs

3.5.1 A CCXC is a cross-connection between Lightyear and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit Lightyear to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. Lightyear is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.5.2 Lightyear must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Lightyear. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. Lightyear shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Lightyear to provision the CCXC to the other collocated telecommunications carrier. In those instances where Lightyear's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, Lightyear may use its own technicians to install the CCXCs using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Lightyear shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Lightyear shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Lightyear is solely responsible for ensuring the integrity of the signal.

3.5.3 To place an order for a CCXC, Lightyear must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross-connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Lightyear.

4. Occupancy

4.1 Space Ready Date. BellSouth will notify Lightyear in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date).

4.2 Acceptance Walkthrough. Lightyear will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies Lightyear that Remote Collocation Space is ready for occupancy (Space Ready Date). BellSouth will correct any deviations to Lightyear's original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Lightyear completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of Lightyear's acceptance of the Remote Collocation Space (Space Acceptance Date). In the event that Lightyear fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Lightyear on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If Lightyear decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date Lightyear occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Lightyear must notify BellSouth in writing that its collocation equipment installation is complete. Lightyear's collocation equipment installation is complete, which is when Lightyear's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Lightyear's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Lightyear.

4.4 Lightyear must notify BellSouth in writing that its collocation equipment installation is complete. Lightyear's collocation equipment installation is complete, when Lightyear's equipment has been cross-connected to BellSouth's network for the purpose of provisioning Telecommunication Services to Lightyear's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Lightyear.

4.5 Termination of Occupancy

4.5.1 In addition to any other provisions addressing termination of occupancy in this Attachment, Lightyear may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Lightyear and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space

Relinquishment Form or on the date that Lightyear signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Lightyear jointly conduct an inspection, which confirms that Lightyear has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Lightyear's right to occupy the Remote Collocation Space in the event Lightyear fails to comply with any provision of this Agreement, for such Remote Collocation Space.

4.5.2 Upon termination of occupancy, Lightyear, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. Lightyear shall have thirty (30) days from the BFFO date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Lightyear's Guest(s), unless Lightyear's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to Lightyear's Termination Date.

4.5.3 Lightyear shall continue payment of all monthly recurring charges to BellSouth until the date Lightyear, and if applicable Lightyear's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If Lightyear or Lightyear's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Lightyear or Lightyear's Guest(s), in any manner that BellSouth deems fit, at Lightyear's expense and with no liability whatsoever for Lightyear's property or Lightyear's Guest(s)'s property.

4.5.4 Upon termination of Lightyear's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Lightyear shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by Lightyear, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, Lightyear's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. Lightyear shall be responsible for the cost of removing any Lightyear constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type

5.1.1 BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 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, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on 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.

5.1.3 Such equipment must, at a minimum, meet the following Telcordia NEBS General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Lightyear's failure to comply with this Section.

5.1.3.1 All Lightyear equipment installation shall comply with 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.

5.1.4 Lightyear shall identify to BellSouth whenever Lightyear submits a MOP adding equipment to Lightyear's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Lightyear's Remote Collocation Space. Lightyear shall submit a copy of the list of any lien holders or other entities that have a financial interest to Lightyear's ATCC Representative.

5.2 No Marketing. Lightyear 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 Equipment Identification. Lightyear shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Lightyear's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Lightyear's equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.4 Entrance Facilities. Lightyear may elect to place Lightyear-owned or Lightyear-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. Lightyear 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. Lightyear must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. Lightyear is responsible for maintenance of the entrance facilities that terminate into Lightyear's Remote Collocation Space. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Lightyear's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

5.5 Shared Use. Lightyear may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Lightyear's Remote Collocation Space within the same BellSouth Remote Site Location.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Lightyear's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Lightyear or its agent must perform all required maintenance to Lightyear equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, below.

5.7 Equipment and Facilities. Lightyear, or if required by this Attachment, Lightyear's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by Lightyear which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. Lightyear and its selected BellSouth Certified Supplier must follow and comply with all BellSouth

specifications outlined in the following BellSouthTechnical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 BellSouth Access. 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. Except in case of emergency, BellSouth will give notice to Lightyear at least forty-eight (48) hours before access to the Remote Collocation Space is required. Lightyear may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that Lightyear will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.

5.9 Customer Access. Pursuant to Section 12 below, Lightyear shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Lightyear agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Lightyear or Lightyear's Guest(s) with Lightyear's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the Collocation Acknowledgement Sheet for access cards and the Key Acknowledgement Form for keys) must be signed by Lightyear and returned to BellSouth Access Management within fifteen (15) days of Lightyear's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Lightyear agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Lightyear's employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Lightyear ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. Lightyear shall pay all applicable charges associated with lost or stolen Access Devices.

5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one (1) hour, to Lightyear's designated Remote Collocation Space, after receipt of the BFFO, without charge to Lightyear. Lightyear must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Lightyear desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Lightyear may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time

subsequent to BellSouth's receipt of the BFFO. In the event Lightyear desires access to its designated Remote Collocation Space after the first accompanied free visit and Lightyear's access request form(s) has not been approved by BellSouth or Lightyear has not yet submitted an access request form to BellSouth, Lightyear shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at Lightyear's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Lightyear must request that escorted access be provided by BellSouth to Lightyear's designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Lightyear or its approved agent or supplier requires access to the entrance manhole.

5.10 Lost or Stolen Access Keys. Lightyear 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), Lightyear shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).

5.11 Interference or Impairment

5.11.1 Notwithstanding any other provisions of this Attachment, Lightyear 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 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 routed through the Remote Site; 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 Lightyear violates the provisions of this Section, BellSouth shall provide written notice to Lightyear, which shall direct Lightyear to cure the violation within forty-eight (48) hours of Lightyear's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.

5.11.2 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 Lightyear fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another

entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Lightyear's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Lightyear prior to the taking of such action and BellSouth shall have no liability to Lightyear for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.11.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Lightyear fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Lightyear or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by Lightyear is significantly degrading the performance of other advanced services or traditional voice band services, Lightyear shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.12 Personalty and Its Removal. Facilities and equipment placed by Lightyear 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 personal property and may be removed by Lightyear at any time. Any damage caused to the Remote Collocation Space by Lightyear's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Lightyear at its sole expense.

5.13 Alterations. Under no condition shall Lightyear or any person acting on behalf of Lightyear make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Lightyear. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides Lightyear with an Application Response.

5.14 Upkeep of Remote Collocation Space. Lightyear shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Lightyear shall be responsible for removing any of Lightyear's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to Lightyear 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 Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.

6.2 Remote Site Application. When Lightyear or Lightyear's Guest(s) desires to install a bay in a Remote Site Location, Lightyear shall input a BellSouth Physical Expanded Interconnection Application Document (Application) directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by Lightyear and will be billed on the date BellSouth provides Lightyear with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7 above, within an existing bay, does not require an Application.

6.3 Availability of Space. Upon submission of an Application, BellSouth will permit Lightyear 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 collocation at the Remote Site Location 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 below 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 Lightyear of the amount that is available.

6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Lightyear's Application is Bona Fide.

If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Lightyear 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 Lightyear or space that is configured differently, no Application Fee shall apply. If Lightyear decides to accept the available space, Lightyear must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Lightyear resubmits its Application to accept the available space, BellSouth will bill Lightyear the appropriate Application Fee.

6.5 Denial of Application. If BellSouth notifies Lightyear that no space is available (Denial of Application), BellSouth will not assess an Application Fee to Lightyear. After notifying Lightyear that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Lightyear, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate 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 Lightyear to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location.

Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.

6.7.3 When Remote Collocation Space becomes available, Lightyear must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If Lightyear has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Lightyear may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Lightyear wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. Lightyear may accept an amount of space less than what it originally requested 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 Lightyear does not submit an Application or notify BellSouth in writing within the thirty (30) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove Lightyear from the waiting list. Upon request, BellSouth will advise Lightyear as to its position on the waiting list for a particular Remote Site Location.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services Web site that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response. In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable Lightyear to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below. When Lightyear submits ten (10) or more Applications within

ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable Lightyear to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Lightyear or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge Lightyear the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 BFFO

6.11.1 Lightyear shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Lightyear's Bona Fide Application or Lightyear's Application will expire.

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

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible

within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Lightyear. If additional space has been requested by Lightyear, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty-five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Lightyear cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards 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 for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by 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 Lightyear with the estimated completion date in its Application Response.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Lightyear will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.

7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.

7.4 Use of BellSouth Certified Supplier. Lightyear shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. Lightyear, if a BellSouth Certified Supplier, or Lightyear's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Lightyear must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Lightyear with a list of BellSouth Certified Suppliers, upon request. Lightyear, if a BellSouth Certified Supplier, or Lightyear's BellSouth Certified Supplier(s) shall be responsible for installing Lightyear's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Lightyear upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Lightyear, the BellSouth Certified Supplier shall bill Lightyear directly for all work performed for Lightyear pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Lightyear's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Lightyear or any supplier proposed by Lightyear and will not unreasonably withhold certification. All work performed by or for Lightyear shall conform to generally accepted industry standards.

7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Lightyear shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Lightyear's Remote Collocation Space. Upon request, BellSouth will provide Lightyear with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Lightyear. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.6 Virtual to Physical Remote Collocation Space Relocation

7.6.1 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, Lightyear may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement

or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by Lightyear, such information will be provided to Lightyear in BellSouth's written denial of physical Remote Collocation Space. To the extent that: (i) physical Remote Collocation Space becomes available to Lightyear within one hundred eighty (180) days of BellSouth's written denial of Lightyear's request for physical Remote Collocation Space; (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available; and (iii) Lightyear was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then Lightyear may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Lightyear must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.

7.6.2 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.

7.7 Virtual to Physical Conversion (In-Place)

7.7.1 Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; (2) the conversion of the virtual Remote Collocation Space 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; and (3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Lightyear an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Lightyear.

7.7.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.7 above.

7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Lightyear cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Lightyear cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Lightyear will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Lightyear up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Lightyear cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill Lightyear 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 firm order not been cancelled.

7.9 Licenses. Lightyear, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.

7.10 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 Rates. Lightyear agrees to pay the rates and charges identified in Exhibit B.

8.2 Recurring Charges. If Lightyear has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Lightyear fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Lightyear occupies the space prior to the Space Ready Date, the date Lightyear occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Lightyear ‘s next billing cycle and will include any prorated charges for the period from Lightyear’s Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate nonrecurring Application Fee on the date that BellSouth provides an Application Response to Lightyear.

8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Lightyear's equipment. Lightyear shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.

8.5 Power. BellSouth shall make available –48 Volt (-48V) Direct Current (DC) power for Lightyear's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section 8.4 above. If the power requirements for Lightyear's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise Lightyear's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Lightyear's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Lightyear certifying the completion of the power reduction, including the removal of the power cabling by Lightyear's BellSouth Certified Supplier.

8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. 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 Lightyear's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. Lightyear's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Lightyear's option, Lightyear may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.7 Security Escort. After Lightyear has used its one accompanied site visit, pursuant to Section 5.9.1 above, and prior to Lightyear's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when Lightyear's employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one half (1/2) hour after the scheduled escort time to provide such requested escort service and Lightyear shall pay for such half hour charges in the event Lightyear's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

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

9.2 Lightyear shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). 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) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Lightyear's real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.

9.2.4 Lightyear 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 Agreement upon thirty (30) days notice to Lightyear 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 Lightyear 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 a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of Lightyear's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Lightyear fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Lightyear.

9.5 Lightyear shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 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. Lightyear shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Lightyear's insurance company. Lightyear shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 Lightyear 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 Lightyear's net worth exceeds five hundred million dollars ($500,000,000), Lightyear may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Lightyear shall provide audited financial statements to BellSouth thirty (30) 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 Lightyear in the event that self-insurance status is not granted to Lightyear. If BellSouth approves Lightyear for self-insurance, Lightyear shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Lightyear's corporate officers. The ability to self-insure shall continue so long as Lightyear meets all of the requirements of this Section. If Lightyear subsequently no longer satisfies the requirements of this Section, Lightyear is required to purchase insurance as indicated by Section 9.2 above.

9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Lightyear to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

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 are filed against property of either Party (BellSouth or Lightyear), 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 Lightyear's equipment and facilities in Lightyear's Remote Collocation Space(s) prior to the activation of facilities and/or services between Lightyear's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Lightyear adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Lightyear 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 inspections shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Lightyear will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Lightyear employee hired in the past five (5) years being considered for work on a BellSouth Remote Site Location, for the states/counties where the Lightyear employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Lightyear shall not be required to perform this investigation if an affiliated company of Lightyear has performed an investigation of the Lightyear employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Lightyear has performed a pre-employment statewide investigation of criminal history records of the Lightyear employee for the states/counties where the Lightyear employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Lightyear 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 at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

12.3 Lightyear shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in Lightyear's 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 Lightyear's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Lightyear not possessing identification issued by Lightyear or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Lightyear shall hold BellSouth harmless for any damages resulting from such removal of Lightyear's personnel from BellSouth Remote Site Location. Lightyear shall be solely responsible for ensuring that any Guest(s) of Lightyear is in compliance with all subsections of this Section.

12.4 Lightyear shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Lightyear 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 of Lightyear's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Lightyear chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Lightyear 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 Lightyear 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 Lightyear shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each Lightyear employee or agent hired by Lightyear within five (5) years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in Lightyear's Remote Collocation Space(s), Lightyear shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Lightyear will disclose the nature of the convictions to BellSouth at that time. In the alternative, Lightyear 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.