BELLSOUTH

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November 29, 2005

VIA HAND DELIVERY

Hon Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00320

Dear Chairman Jones.

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 22, 2002 The Amendment relates to the TRRO and modification of Attachment 2 to the Agreement

Thank you for your attention to this matter.

Sincerely yours,

Guy M Hicks

cc: Bill Peacock, AT&T Communications of the South Central States, LLC
Chief Commercial Attorney, AT&T Communications of the South Central States, LLC

#517633

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 22, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following.

1. AT&T and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment relates to the TRRO and modification of Attachment 2 to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. AT&T and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 29th day of Nov., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

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

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 29th day of Nov., 2005:

Bill Peacock
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 12254
Atlanta, GA 30309

Chief Commercial Attorney
AT&T Communications of the
South Central States, LLC
1200 Peachtree St., N.E.
Suite 8100
Atlanta, GA 30309

_____
Guy M. Hicks

ELEVENTH AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
TENNEESSEE
DATED MAY 22, 2002

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC ("AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective 10 days after the date of last signature.

WHEREAS, BellSouth and AT&T entered into the Agreement on May 22, 2002, and;

WHEREAS, BellSouth and AT&T desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No. 04-313, released February 4, 2005 and effective March 11, 2005;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties;

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

1. The Parties agree to delete Attachment 2 and the associated rates in their entirety and replace it with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.

2. All of the other provisions of the Agreement dated May 22, 2002 shall remain unchanged and in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 11/7/05

AT&T Communications of the South Central States, LLC

By: Bill C. Peacock

Name: Bill C. Peacock

Title: Director – Local Service & Access Management

Date: 11-04-2005

Exhibit 1

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to AT&T (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A and B of this Attachment. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties. If AT&T purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. Additionally, the provision of a particular Network Element or Other Service may require AT&T to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.1.1 BellSouth shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Network Element, service or functionality. In no event shall BellSouth require AT&T to purchase any unbundled Network Element in conjunction with any other service or element. BellSouth shall place no use restrictions or other limiting conditions on Network Elements and Combinations purchased by AT&T under the terms of this Agreement, except as provided in 47 CFR 51.309. Notwithstanding the above, if AT&T requests access to a loop or subloop, NID functionality shall be provided with such loop and no additional NID charge shall be included.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment used in the provision of a telecommunications service, as defined by the FCC that BellSouth is obligated to offer AT&T pursuant to section 251(c)(3) of the Act. Such term also includes features, functions and capabilities that are provided by means of such facility or equipment. AT&T shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of AT&T, and to the extent technically feasible, provide to AT&T access to its Network Elements for the provision of AT&T's telecommunications services. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties.

1.4 AT&T may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309, and BellSouth must perform its obligations under 47 C.F.R. 51.309 as well.

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

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. The conversion process should be a seamless process that does not affect the customer's perception of service quality. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to AT&T pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to AT&T pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from AT&T. A Conversion shall be considered termination for purposes of any tariffed volume and/or term commitments and/or grandfathered status between AT&T and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.10 and 1.10.1 below.

1.6.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, AT&T shall undertake a reasonably diligent inquiry to determine whether AT&T is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, AT&T self-certifies that to the best of AT&T's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon AT&T's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement.

1.6.2 Except to the extent expressly provided otherwise in this Attachment, AT&T may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that AT&T has in place any

Arrangements after the Effective Date of this Agreement, BellSouth will provide AT&T with thirty (30) days written notice to disconnect or convert such Arrangements. If AT&T fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.7 The Triennial Review

1.7.1 BellSouth is required to make, in a nondiscriminatory manner, and as set forth in 47 CFR 51.319(a)(8) and 51.319(e)(5), routine network modifications to transmission facilities used by AT&T when the requested facility has already been constructed. Routine network modifications will be made without regard to whether the loop or facility being accessed was constructed on behalf, or in accordance with, the specifications of any carrier. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.

1.7.1.2 BellSouth's obligation to make routine network modifications applies to all transmission facilities (e.g., loops and dedicated transport facilities) including, but not limited to, dark fiber facilities.

1.8 Commingling of Services

1.8.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that AT&T has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

1.8.1.1 Unless otherwise required by an appropriate regulatory agency, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. For the purpose of implementing this section, any change of law shall be accomplished through the process set forth in section 9.3 of the General Terms and Conditions.

1.8.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to,

linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services; 3) is offered for resale pursuant to Section 251(c) 4 of the Act.

1.8.3 BellSouth shall also permit AT&T to combine any Network Element or Combination of Network Elements provided by BellSouth with compatible network components or services provided by AT&T or by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T customers.

1.8.4 In the provisioning of the Network Element circuit connected to a channelized wholesale transport, where AT&T requests that BellSouth perform the commingling, BellSouth shall be subject to the performance measures and penalty provisions of the performance measurement plans approved by the Commission for that particular Network Element.

1.8.5 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

1.8.6 BellSouth will bill AT&T for multiplexing according to the underlying product consistent with what is ordered by AT&T. For example, if AT&T orders unbundled transport with multiplexing, BellSouth will charge AT&T the unbundled rate for multiplexing. If AT&T orders special access transport with multiplexing, BellSouth will charge AT&T the special access rate for multiplexing. Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the lower grade of service. To the extent that special access DS3 circuits include multiplexing across the entire DS3, no additional DS3/DS1 multiplexing shall be charged for the EELs provisioned on the same DS3.

1.9 If AT&T reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge AT&T for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. AT&T is not obligated to pay for the dispatch if a subsequent (within 10 days of original trouble) new trouble ticket addressing the same condition is opened and trouble is found on BellSouth's network and corrected.

1.10 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, AT&T should refer to the "Guides" section of the BellSouth Interconnection Web site.

1.10.1 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

1.11 Rates

1.11.1 The prices that AT&T shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If, at its option, AT&T purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

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

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

1.11.4 Fractionalized billing shall apply to all Network Elements and Combinations such that recurring charges will be prorated based upon the number of days that the Network Elements and Combinations are in service. Non-recurring charges shall not be fractionalized.

2 Unbundled Loops

2.1 General

2.1.1 BellSouth shall provide AT&T with nondiscriminatory access to the local loop on an unbundled basis, in accordance with section 251 (c) (3) of the Act as set forth in 47 CFR 51.319 (a)(1) through (a)(9). The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premise as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.

2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of

2.1.1.3 predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.1.3 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, or FTTC facilities, BellSouth is under no obligation to provide access to such FTTH and FTTC loops when BellSouth deploys such a loop to an end user customer premises that previously has not been served by any loop facility (FCC Rule).

2.1.1.4 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to AT&T on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. After the copper loop facility is retired, BellSouth will offer a 64kbps voice grade channel over its FTTH/FTTC facilities. When BellSouth retires a copper loop facility currently utilized by AT&T when AT&T uses its central office collocated DSLAM to provide a connection between an end user and an internet service provider, the parties acknowledge that the provision of a 64kbps voice grade channel over BellSouth's FTTH/FTTC facilities will not permit AT&T to continue to provide such a connection to its customer. Consequently, and in order to alleviate this situation, which is anticipated to happen infrequently, when such a copper loop facility retirement impacts an existing AT&T customer in this manner, BellSouth agrees to provide to AT&T a connection between AT&T's end user and the selected ISP that provides the same functionality that AT&T provided to that end user using the now-retired copper facility, at a rate equal to the rate paid by AT&T for the conditioned copper loop facility previously used to serve that customer. This provision can only be invoked, during the life of this agreement, to serve up to a total of 50 customers.

2.1.1.5 In FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth must maintain the existing copper loop connected to the particular customer premises but, is not obligated to ensure that copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by AT&T. If a request is received by BellSouth for a copper loop, and the copper facilities have not yet been retired, BellSouth will restore the copper loop to a serviceable condition, if technically feasible. In these instances of loop orders in an FTTH/FTTC overbuild area, BellSouth's standard loop provisioning interval will apply to those copper loops that BellSouth continues to maintain. For those copper loops that Bellsouth has not continued to maintain,

BellSouth will use its best efforts to meet the standard provisioning intervals. Where BellSouth cannot meet the standard provisioning interval, the order will be handled on a project basis by which the parties will negotiate the applicable provisioning interval.

2.1.1.6 For hybrid loops, where AT&T seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide AT&T with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.

2.1.1.6.1 When AT&T seeks access to a hybrid loop for the provision of narrowband services, BellSouth shall either provide non-discriminatory access to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing technology or provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.

2.1.1.7 For purposes of this Agreement, and not by way of limitation, the phrase end user customer premises shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

2.1.1.8 Transition for DS1 and DS3 Loops

2.1.1.8.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.1.8.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.1.8.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for AT&T as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.1.1.8.5.1 or 2.1.1.8.5.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.1.8.3 Excess DS1 and DS3 Loops are those AT&T DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.1 and 2.3.13, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

2.1.1.8.4 For purposes of this Section 2, a Business Line, Wire Center, and Fiber-Based Collocator are defined in 47 C.F.R. § 51.5.

2.1.1.8.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.1.8 only for AT&T's Embedded Base during the Transition Period:

2.1.1.8.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.1.8.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.1.8.6 A list of wire centers meeting the criteria set forth in Sections 2.1.1.8.5.1 and 2.1.1.8.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

2.1.1.8.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T's Embedded Base of DS1 and DS3 Loops and AT&T's Excess DS1 and DS3 Loops described in this Section 2.1.1.8 shall be as set forth in Exhibit B.

2.1.1.8.7.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to AT&T's Embedded Base of DS1 and DS3 Loops that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.

2.1.1.8.8 The Transition Period shall apply only to (1) AT&T's Embedded Base and (2) AT&T's Excess DS1 and DS3 Loops. AT&T shall not add new DS1 or DS3 loops as described in this Section 2.1.1.8 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6.1 of this Attachment and as set forth in Section 2.1.1.8.12 below.

2.1.1.8.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.1, no future DS1 Loop unbundling will be required in that wire center.

2.1.1.8.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.2, no future DS3 Loop unbundling will be required in that wire center.

2.1.1.8.11 No later than December 9, 2005 AT&T shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T's Embedded Base of circuits and Excess DS1 and DS3 Loops. The Parties shall negotiate a project schedule

for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

2.1.1.8.11.1 If AT&T fails to submit the spreadsheet(s) specified in Section 2.1.1.8.11 above for at least 95% of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify AT&T's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.1.8.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T failed to submit spreadsheets or to convert 5% or less of AT&T's Embedded Base and Excess DS1 and DS3 Loops, BellSouth will not convert such 5% or less of its Embedded Base and Excess DS1 and DS3 Loops, but will alert AT&T of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by AT&T and allow AT&T thirty (30) days to convert such DS1 and DS3 Loops. To the extent that AT&T fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

2.1.1.8.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.1.8.11 or transitioned pursuant to 2.1.1.8.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

2.1.1.8.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

2.1.1.8.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.1.8.5, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

2.1.1.8.12.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.

2.1.1.8.12.3 For purposes of Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops that were in service for AT&T in a wire center on the Subsequent Wire Center List as of the fourteenth (14th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) business day from

the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.1.1.8.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

2.1.1.8.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.1.8.12.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List, AT&T shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

2.1.1.8.12.6.1 If AT&T fails to submit the spreadsheet(s) specified in Section 2.1.1.8.12.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T's Subsequent Embedded Base, but will alert AT&T of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T and allow AT&T thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

2.1.1.8.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.1.8.12.6 or transitioned pursuant to Section 2.1.1.8.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.2 The provisioning of a Loop to AT&T's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are

separate components that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide, found in BellSouth's Local Ordering Handbook, available at the website at http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals for more than 30 loops will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval. For the Project Management described in this section, there will be no additional charge to AT&T.

2.1.4 The Loop shall be provided to AT&T in accordance with applicable industry standard technical references. Absent any applicable industry standards, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b. If BellSouth uses a different set of technical specifications to provide service in its own network or to its retail end-users, BellSouth will apply the same technical specifications to the loops AT&T orders from BellSouth.

2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered, and at parity with the standards provided to BellSouth retail end users.

2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC at no charge to the CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If AT&T wants to ensure the Loop is tagged during the provisioning process for Loops that do not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), AT&T may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by AT&T (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill AT&T for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates as set forth in the rate Exhibit 1 below. In the event that the BellSouth technician misreads, misconnects, mislabels, and is required to redispatch to complete the order, BellSouth shall bear the cost of the redispatch.

Exhibit 1

Rates for Dispatch Due to Incomplete or Incorrect Information										
		AL	FL	GA	KY	LA	MS	NC	SC	TN
POTS	Basic	$19.67	$20 52	$30 44	$20 52	$19 44	$19 72	$19 44	$19.69	$19 44
	OT	$23 29	$24.14	$34.06	$24 14	$23 06	$23 34	$23.06	$23.44	$23 06
	Premium	$26 90	$27 75	$37.67	$27 75	$26.67	$26 95	$26.67	$26 92	$26.67
Special Service	Basic	$21.98	$22 83	$32 75	$22 83	$21 75	$22.03	$21 75	$22.00	$21.75
	OT	$26.39	$27.24	$37.16	$27 24	$26 16	$26 44	$26 16	$26 41	$26.16
	Premium	$30.79	$31 64	$41 56	$31 64	$30 56	$30.84	$30.56	$30.81	$30 56

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 For UNE Loops, AT&T will be responsible for testing and isolating troubles on the Loops. AT&T must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, AT&T will be required to provide the results of the AT&T test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once AT&T has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

2.1.6.3 If AT&T reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by AT&T (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill AT&T for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. In the event that BellSouth technician misreads, misconnects, mislabels, etc., and is required to redispatch to complete the order,

BellSouth shall bear the cost of the redispatch. BellSouth will assess the applicable Maintenance of Service rates as set forth in Exhibit 1 of section 2.1.5.2.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 "Order Coordination" (OC) allows BellSouth and AT&T to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to AT&T's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows AT&T to order a specific time for OC to take place. BellSouth will make every effort to accommodate AT&T's specific conversion time request. However, BellSouth reserves the right to negotiate with AT&T a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. AT&T may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If AT&T specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by AT&T when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in AT&T's Interconnection Agreement before requesting a conversion.

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

2.1.8.3 The Loops converted to AT&T pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type, with the

exception of LNP, over which BellSouth has no control in a CLEC to CLEC loop conversion. Such conversions shall be done in an interval no longer than conversions from a CLEC to BellSouth (i.e., winback).

2.1.8.4

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

2.1.9 Bulk Migration

2.1.9.1 If AT&T requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, AT&T must use the Bulk Migration process, which is

described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment. The Parties agree that if an appropriate regulatory body orders a different process, or a "batch cut" process, AT&T may elect to use either process, as appropriate.

2.1.10 Provisioning and Coordinated Cutovers

2.1.10.1 Section 2.1.10 contains the initial coordination procedures that the Parties agree to follow when AT&T orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained. Changes to the Hot Cut procedures should be implemented through the CLEC User Group and are subject to resolution through the dispute resolution process set forth in Section 16 of the General Terms and Conditions.

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

2.1.10.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a coordinated SL1 or SL2 local loop provided by BellSouth to AT&T with Local Number Portability (LNP), incorporated herein by this reference).

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

2.1.10.2 Ordering

2.1.10.2.1 AT&T shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 6 to this Agreement, incorporated herein by this reference. AT&T may specify a Due Date or Frame Due Time, as defined below, at any time,

including twenty-four (24) hours a day and seven (7) days a week. Using a coordinated SL1 or SL2 loop, if project management is required, BST will support project management after hour provisioning dependent on system availability (which include planned maintenance or unplanned outages) and resource availability, which resources will be allocated on a nondiscriminatory basis. The BellSouth PM will make best efforts to secure the necessary resources and will be responsible for ensuring the BST personnel, and support systems or centers necessary are available at the time established for the after hour provisioning. AT&T shall specify whether its service order is to be provisioned by BellSouth as either: (a) OC; or (b) OC-TS. OC shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 2.1.10.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 2.1.10.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." AT&T shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. AT&T will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 2.1.10.2.2 below.

2.1.10.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, AT&T shall rely on the time requested on the LSR.

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

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

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

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

2.1.10.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth on BellSouth's web address as follows: **http://www.interconnection.bellsouth.com/centers/** and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing AT&T support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.

2.1.10.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours

as defined in Section 2.1.10.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.

2.1.10.2.2.6 AT&T will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, AT&T will pay overtime charges subject to the provisions of Section 2.1.10.2.2.5 above, where AT&T requests a time specific conversion which based on the completion intervals outlined in Section 2.1.10.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 2.1.10.2.2 above of this Attachment 2 as well as **BellSouth's web address http://www.interconnection.bellsouth.com/centers/,** incorporated herein by this reference.

2.1.10.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service request to determine whether it contains all the information necessary for BellSouth to process the service request. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T for the current view of the LSR.

2.1.10.2.2.8 BellSouth shall provide AT&T real-time, electronic access to its LFACS system in the pre-ordering phase to allow AT&T (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its Connecting Facility Assignments ("CFA") prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 6.

2.1.10.2.2.9 Upon facility assignment validation by AT&T and upon receipt of AT&T's LSR, BellSouth may issue jeopardies to FOCs if BellSouth determines that a CFA assigned on an AT&T LSR is in conflict with BellSouth records.

2.1.10.2.2.10 Both parties agree that jeopardy clarifications should not occur, provided AT&T checks the status of the CFA utilizing the real-time pre-order LFACS access, as referenced in Section 2.1.10.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its' own CFA database and performing the required physical work. BellSouth and AT&T will investigate and address adverse trends of jeopardy clarifications via the improvement mechanism outlined below.

2.1.10.2.2.10.1 AT&T or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via AT&T's Global Access Management ("GAM") Group or BellSouth's AT&T Account Team ("Account Team") of the needed areas of improvement.

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

2.1.10.2.2.10.3 Upon receipt of the response, Petitioner shall either:

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

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

2.1.10.2.2.10.4 If Section 2.1.10.2.2.10.3.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.

2.1.10.2.2.10.5 A mutually agreed upon process under either Section 2.1.10.2.2.10.3.1 or Section 2.1.10.2.2.10.3.2 shall be implemented upon a mutually agreed upon timeframe.

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

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

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

2.1.10.2.2.11 BellSouth and AT&T will work cooperatively to ensure data base integrity is achieved between AT&T and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T requests for cancellation of

local service requests in a time frame that allows AT&T to accurately maintain its CFA records.

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

2.1.10.2.3 Firm Order Commitment ("FOC")

2.1.10.2.3.1 Pursuant to Section 2.1.10.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and/or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.

2.1.10.2.3.2 For the initial LSR, BellSouth should not provide AT&T with either a request for clarification or a reject message after BellSouth provides AT&T a FOC, except as outlined in Section 2.1.10.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

2.1.10.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 2.1.10.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.

2.1.10.3 Provisioning

2.1.10.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to AT&T.

2.1.10.3.1.1 Upon receipt of the FOC pursuant to Section 2.1.10.2.3.1, AT&T shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.

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

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

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

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

2.1.10.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to AT&T, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

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

2.1.10.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and/or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify AT&T as soon as the order is placed in PF status in accordance with Section 2.1.10.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide AT&T estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within five (5) business days from the date the PF condition occurs.

2.1.10.3.2.2 AT&T shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to AT&T. In addition, an AT&T representative will answer and will respond within five (5) minutes.

Response as used in this section shall mean that the AT&T agent is ready to receive and record information provided by BellSouth.

2.1.10.3.3 AT&T will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.

2.1.10.3.3.1 BellSouth will advise AT&T, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by AT&T.

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

2.1.10.3.4 BellSouth and AT&T reserve the right to change its internal hot cut activities as business needs dictate. Any changes to the documented hot cut process are subject to the CLEC User Group guidelines. Issues which cannot be resolved satisfactorily through the CLEC User Group, will be subject to the dispute resolution process as set forth in Section 16 of the General Terms and Conditions of this agreement.

2.1.10.3.5 Loop Cut-Over Timing

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

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

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

2.1.10.3.5.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 2.1.10.3.5.1 above and notify AT&T of such completion in accordance with Section 2.1.10.3.5.1 above, AT&T may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

2.1.10.3.6 Completion Notice

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

2.1.10.4 New Loop Provisioning – "Loop Only"

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

2.1.10.4.2 AT&T will deliver dial tone and telephone number to the AT&T collocation point forty-eight (48) hours prior to the due date.

2.1.10.4.3 BellSouth and AT&T will notify either party if the due date cannot be met for any reason.

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

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

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

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of loop facility. This may include, but is not limited to, loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide

any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that AT&T will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

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

2.2.4 For an additional charge BellSouth will make available Loop Testing so that AT&T may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to AT&T. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow AT&T to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

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

2.3.2 BellSouth shall make available, at a minimum, the following UDLs, subject to the following terms:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. AT&T will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.3.1 Upon the Effective Date of this Amendment, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Amendment. Existing UDCs that were provisioned prior to the Effective Date of this Amendment may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by AT&T or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. AT&T may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

2.3.4 ADSL-capable Loop – an ADSL-capable Loop is a basic copper Loop (2-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable loop provided by BellSouth is designed to Revised Resistance Design ("RRD") guidelines for non-loaded loops and is expected to support ADSL service. The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 HDSL-capable Loop – an HDSL-capable loop is a basic loop (2 or 4 –wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDSL-capable loop provided by BellSouth is designed to Carrier Serving Area (CSA") guidelines for a non-loaded loop. It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

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

2.3.6.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to AT&T at any single building in which DS1 Loops are available as unbundled Loops.

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

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which typically enables simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps), where allowed by law, that is dedicated to the use of the ordering CLEC in its provisioning qualifying services or qualifying, services together with nonqualifying telecommunications services and information services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability. If and when, BellSouth develops an Operations Support System or includes DS3 and STS1 in its LFACs system for this type of loop for BellSouth's retail end users, AT&T will be granted nondiscriminatory access to the same detailed information via that OSS at the rates set forth in Exhibit A to this attachment.

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and

upon receipt of authorization by AT&T and an error free LSR from AT&T, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.

2.3.12 S3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 AT&T may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.3.14 AT&T may access a total capacity of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

2.4 Unbundled Copper Loops (UCL)

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

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be provisioned according to Resistance Design parameters for non-loaded loop facilities and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of working circuits has been requested by AT&T.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by AT&T to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by AT&T or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

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

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

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, upon AT&T's request, BellSouth will provide AT&T with non-discriminatory access to the same detailed information about the loop (e.g., composition, electronics, length, gauge, electrical parameters) that is available to BellSouth in the same time interval it is provided to BellSouth's retail operations.

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

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by AT&T to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with an existing BellSouth circuit that is currently providing service. OC-TS does not apply to this product.

2.4.3.6 AT&T may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according applicable industry standard technical references. Absent any applicable industry standard technical reference, (e.g. Telcordia, NESC, ANSI, NEBS) BST TR 73600 unbundled local loop technical specifications shall apply in a non- discriminatory manner consistent with 47 CFR 51.311(b), the BellSouth TR 73600.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.

2.5.3 Any copper loop being ordered by AT&T which has over 6,000 feet of combined bridged tap will be modified, upon request from AT&T, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to AT&T. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 AT&T may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If AT&T requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. AT&T will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 AT&T may request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that AT&T desires BellSouth to condition. However, AT&T is responsible for obtaining and providing to BellSouth the information necessary to complete the SI and/or the LSR for line conditioning.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for AT&T, AT&T will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by AT&T is available at the location for which the ULM was requested, AT&T will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, AT&T will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

2.6.1 Where AT&T has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to AT&T. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for AT&T (e.g. hairpinning):

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

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

2.6.3 If no alternate facility is available, and upon request from AT&T, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. AT&T will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

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

2.7.2 BellSouth shall permit AT&T to connect AT&T's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 AT&T may access the End User's customer premises wiring by any of the following means and AT&T shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow AT&T to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not currently being used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring or cross-connect from the other Party's NID and connect such wiring or cross-connect to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 AT&T may request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility

of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be AT&T's responsibility to ensure there is no safety hazard, and AT&T will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored. If the disconnecting party does not wish to accept these responsibilities, other options exist in which BellSouth will install a NID as a chargeable option.

2.7.3.3 Neither Party shall remove or disconnect ground wires from the other party's NIDs, enclosures, or protectors.

2.7.3.4 Neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with AT&T to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection for the on-premises wiring for any inside wiring owned or controlled by BellSouth or for the Subloop Distribution facilities and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to AT&T's NID.

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. AT&T may request BellSouth to do additional work to the NID on a time and material basis. When AT&T deploys its own local Loops in a multiple-line termination device, AT&T shall specify the quantity of NID connections that it requires within such device.

2.8 Sub-loop Elements

2.8.1 Where technically feasible BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from a loop demarcation point on an End User's premises to a BellSouth cross-connect device regardless of the specific nomenclature employed when referring to the device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. AT&T will request access to USLD or Unbundled Copper Subloop ("UCSL") through the SI process. The unbundled sub-loop distribution media may be provided using copper twisted pair or coax, if coax is used in the BellSouth distribution system. BellSouth will make available the following Sub-Loop Distribution offerings where facilities exist or can be made to exist through routine network modifications:

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

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

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

2.8.2.3.1 If AT&T requests a UCSL and a non-loaded pair is not available, AT&T may order unbundled subloop modification on an existing facility. If load coils are removed from any existing subloop, that subloop will be classified as a UCSL. AT&T may order, at its option the LMU, at the applicable rates, to determine what loop modifications will be required, and should AT&T request a loop that requires modification, AT&T will be charged the applicable rate for that loop modification.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, up to and including the loop demarcation point on an End User's premises.

2.8.2.4.1 Upon request for USLD-INC from AT&T, BellSouth will install a cross connect panel which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, for the purpose of accessing USLD-INC pairs. The cross connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits.

BellSouth will place cross-connect blocks for AT&T's use on this cross-connect panel. AT&T will be responsible for connecting its facilities to the cross-connect block(s).

2.8.2.5 For access to USLD and UCSL, AT&T shall install a cable to the BellSouth cross-box in the field to provide continuity to AT&T's feeder facilities pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. At AT&T's option, this cable would be connected in a nondiscriminatory manner by an AT&T or BellSouth technician within the BellSouth cross-box during the set-up process. AT&T's cable pairs can then be connected to BellSouth's USLD within the BellSouth cross-box by the technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by AT&T is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet AT&T's request, BellSouth will perform the set-up as set forth in the CLEC Information Package.

2.8.2.7 The site set-up must be completed before AT&T can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs. The Estimated Completion date ("ECD") for set up at the cross-box will be sixty (60) days subject to the terrain, and/or obtaining work permits, and equipment delivery. In the event that BellSouth cannot meet the sixty (60) day ECD, BellSouth will notify AT&T in writing via the SI process. BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis.

2.8.2.8 Once the site set-up is complete, AT&T will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center ("LCSC"). The provisioning of the order will include the disconnect of BellSouth's feeder facilities from BellSouth's distribution facilities, to the extent such cross connects exist. OC is required with USL pair provisioning when AT&T requests an existing BellSouth circuit that is currently providing service, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by AT&T for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

2.8.2.9 Absent any applicable industry standards technical references, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is twisted copper wiring or any future type of facility other than copper that BellSouth deploys and has not been proven to be unfeasible to unbundle, that extends from BellSouth's garden terminal on the side of a building or telecommunication equipment room or wiring closet that is typically located on each floor of a multi-story building to the point of demarcation at the end user's location. UNTW is the "last" part of the loop on the BellSouth network side of the demarcation point.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns or controls wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.2.1 BellSouth will install the IAT within sixty (60) days from the submission of the SI or as mutually agreed to by the parties. BellSouth shall install the IAT in properties identified by AT&T in a SI process.

2.8.3.2.2 In garden apartment or campus MDU environments, the IAT shall be installed adjacent to BellSouth's garden terminal unless AT&T and BellSouth mutually agree otherwise. Each IAT installed in garden apartments or campus MDU environments will provide access to all UNTW pairs connected to the BellSouth garden terminal with which it is associated.

2.8.3.2.3 In high-rise environments IATs will be installed in the wiring closet adjacent to BellSouth's distribution and riser cable terminals unless AT&T and BellSouth mutually agree otherwise. Each IAT installed in a wiring closet will provide access to UNTW pairs at rates set forth in Exhibit A.

2.8.3.2.4 Once the IATs are installed, AT&T's employees will have access to the IAT without the necessity of coordinating such efforts with BellSouth's employees or agents.

2.8.3.2.5 BellSouth's provision of IATs shall fulfill BellSouth's obligation to provide a SPOI.

2.8.3.2.6 Upon request by BellSouth, AT&T will engage in negotiations with BellSouth for the purpose of defining mutually agreeable terms, conditions and charges that grant BellSouth access to retail customers in MDUs where AT&T owns the network terminating wire available to serve the retail customer. The terms and conditions set forth in Subsections 2.8.3.3.11 – 2.8.3.3.14 of this Section shall be incorporated in any agreement negotiated between BellSouth and AT&T for BellSouth's access to AT&T's NTW. If the Parties are unable to reach agreement as to such terms, conditions and charges within sixty (60) days following BellSouth's request, then either Party, at its option, shall petition the Commission for resolution of the disputed terms.

2.8.3.3 Requirements

2.8.3.3.1 Except as noted below, upon request of AT&T, BellSouth will provide access to any IAT in all instances involving UNTW MDU premises, including garden style MDU complexes.

2.8.3.3.2 Upon receipt of the SI form requesting access to BellSouth's UNTW pairs at a MDU, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the IAT. By request of AT&T, an IAT will be installed either adjacent to BellSouth's garden terminal, telecommunications equipment room, or inside each wiring closet. AT&T will deliver and connect its central office facilities to the UNTW pairs within the IAT. AT&T may access all pairs on an IAT. AT&T will only access pairs that are not being utilized to provide service or where the end user has requested a change in its local service provider to AT&T. Prior to connecting AT&T's service on a pair previously used by BellSouth, AT&T is responsible for ensuring the end-user is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.3 BellSouth shall notify AT&T of the ECD for installation of the IATs and access to the UNTW pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this attachment BellSouth will notify AT&T in writing via the SI process. BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

2.8.3.3.3.1 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T of such status and negotiate a revised ECD.

2.8.3.3.4 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the installation of an IAT unless otherwise agreed.

2.8.3.3.5 BellSouth will seek the property owner's permission for installation of the IAT(s). If the property owner refuses to allow the installation of the IAT, AT&T will be responsible for submitting a cancel via the SI process. BellSouth will not be found in non-compliance of the Commission's order if the property owner refuses the IAT installation.

2.8.3.3.6 BellSouth shall install the IATs, if IATs have not been previously installed, in accordance with generally accepted telephone industry standards. AT&T may install a separate connecting block in the IAT for its central office facilities; however, the connecting block must be of a size that will allow it to fit physically in the IAT (SPOI) and must meet the technical specifications for the IAT of the vendor(s) selected by

BellSouth to provide the IAT. Such connecting block shall be used to connect the MDU pairs activated by AT&T with AT&T's network facilities.

2.8.3.3.7 BellSouth will record the completion of the IAT(s) and send AT&T a FOC. The FOC will contain the information necessary for AT&T to report UNTW pair activation to BellSouth. Additionally, BellSouth will comply with the applicable Service Quality Measurements ("SQMs") found in Attachment 9 of this agreement.

2.8.3.3.8 AT&T may access, at the IAT, any UNTW pair connected to the IAT to provide service to an end-user customer of AT&T. AT&T is responsible for obtaining the end-user's authorization to disconnect service with BellSouth before using a UNTW pair that BellSouth was using to provide service to the end-user. If the end-user wishes to maintain concurrent service with both BellSouth and AT&T, AT&T shall not access the UNTW garden terminal MDU pair(s) that BellSouth is using to provide its concurrent service. AT&T will submit any Local Number Portability ("LNP") orders associated with changes in service providers for its end-users pursuant to Attachment 5 of this Agreement.

2.8.3.3.9 Once AT&T has accessed a UNTW pair to serve its end-user, AT&T will submit a Local Service Request ("LSR") to BellSouth within five (5) business days of UNTW pair activation to report activation of that UNTW pair using the information provided to AT&T on the FOC. AT&T may submit a single LSR to activate multiple UNTW pairs on the same IAT. If AT&T deactivates a UNTW pair, AT&T shall also submit an LSR within five (5) business days of UNTW pair deactivation to report such deactivation. LSRs shall be submitted to BellSouth manually until such time as an electronic interface is deployed.

2.8.3.3.10 AT&T must test and isolate any repair problem on existing UNTW pairs. AT&T will be responsible for reporting repair problems on existing UNTW pairs to the appropriate BellSouth department. Response to trouble and repair reports will be on a nondiscriminatory basis unless specific performance standards have been established for BellSouth. In that case, those performance standards will apply to BellSouth for the activities described in this Section. If BellSouth dispatches a technician on a UNTW trouble reported by AT&T and no trouble is found on the BellSouth facility, BellSouth will charge AT&T for time spent on the dispatch and UNTW testing.

2.8.3.3.11 AT&T will pay a non-recurring charge per pair for UNTW pair activation, a monthly recurring charge per pair for use of a UNTW MDU pair and a non-recurring charge per pair for each UNTW garden terminal MDU pair disconnected when AT&T is no longer providing service to the end-user. These charges are set forth in Exhibit A.

2.8.3.3.12 If AT&T or a third party service provider (other CLEC) has not activated at least one (1) pair on each IAT installed, as requested on the SI within six (6) months of completion of IAT installation, BellSouth will issue an order for activation/billing of one (1) pair at an IAT, subject to the terrain, work permits, and equipment delivery.

2.8.3.3.13 If BellSouth determines that AT&T is using a UNTW pair without reporting activation to BellSouth, the following charges shall apply in addition to any fines which may be established by the Commission and any other remedies at law or in equity available to BellSouth.

2.8.3.3.14 If AT&T activated a UNTW pair on which BellSouth was not previously providing service, AT&T will be billed for the use of that UNTW pair back to the date the end-user began receiving service using that UNTW pair. Upon reasonable request, AT&T will provide copies of billing records to substantiate such date. BellSouth may bill back to the date of the IAT installation if AT&T fails to provide such records.

2.8.3.3.15 Other forms of MDU Premises Access to UNTW. In the event that AT&T requests a form of MDU premises access using UNTW pairs in a manner other than as set forth herein or that is substantially different from the process described in this Agreement, then AT&T will utilize the Bona Fide Request Process set forth in Attachment 10 of this Agreement to determine the appropriate terms and conditions for access to UNTW and to establish rates.

2.8.3.3.16 Any information about AT&T's multiunit premises access that BellSouth obtains pursuant to the activities described in this Section is specifically designated as Confidential Information pursuant to Section 9 of the General Terms and Conditions of this Agreement. In addition to the restrictions on disclosure of Confidential Information set forth in that Section, BellSouth hereby agrees that this information will not be shared with any of BellSouth's retail marketing or sales personnel.

2.8.3.3.17 The Parties acknowledge that BellSouth may describe procedures for the provision of unbundled network terminating wire in the CLEC Information Package provided by BellSouth Interconnection Services. To the extent that such procedures conflict with the procedures described in this Agreement, this Agreement will control; provided, however, that, at the request of BellSouth, AT&T will negotiate in good faith to amend this Agreement to incorporate any BellSouth procedures that differ from the procedures in this Agreement. To the extent the Parties cannot agree on such an amendment, either Party may pursue the dispute resolution process set forth in the General Terms and Conditions of this Agreement. BellSouth shall provide notice to AT&T of changes in the CLEC Information Package via the carrier notification process prior to implementing such changes.

2.8.3.4 Subloop Intra-building Network Cable

2.8.3.4.1 BellSouth will install the IAT within sixty (60) days after the submission of the SI or as mutually agreed to by the Parties. BellSouth shall install the IAT in properties identified by AT&T in a SI process.

2.8.3.4.2 Through the Service Inquiry ("SI") process, BellSouth will determine

whether access to USL-INC at the location requested by AT&T is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet AT&T's request, then BellSouth will perform the set-up as described in the section that follows. Where access to the cross box is infeasible, BellSouth will notify AT&T in writing within five (5) to seven (7) business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement.

2.8.3.4.3 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T of such status and negotiate a revised ECD.

2.8.3.4.4 BellSouth shall notify AT&T of the ECD for installation of the IATs and access to the USL-INC pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this Attachment BellSouth will notify AT&T in writing via the SI process, BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

2.8.3.4.5 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USL-INC pairs from a building equipment room. The cross-connect panel will function as a SPOI for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for AT&T's use on this ct panel. AT&T will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.3.4.6 The site set-up must be completed before AT&T can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T's cable into the crossconnect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.3.4.7 Once the site set-up is complete, AT&T will request subloop pairs through submission of a LSR form to the LCSC. For expedite requests by AT&T for subloop pairs, expedite charges will apply for intervals less than 5 days.

2.8.3.4.8 Unbundled Subloops will be provided in accordance with the applicable

industry standards.

2.8.4 Unbundled Sub-Loop Feeder

2.8.4.1 To the extent that AT&T has Unbundled Sub-Loop Feeder elements as of the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Amendment, AT&T will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and AT&T has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill AT&T any applicable disconnect charges.

2.8.5 Unbundled Loop Concentration

2.8.5.1 Upon the Effective Date of this Amendment, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Amendment and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by AT&T, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.8.6 Dark Fiber Loop

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for AT&T to utilize Dark Fiber Loops.

2.8.6.2 Transition for Dark Fiber Loop

2.8.6.2.1 For purposes of this Section 2.8.6, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.6.2.2 For purposes of this Section 2.8.6, Embedded Base means Dark Fiber Loops that were in service for AT&T as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.6.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for AT&T at the terms and conditions set forth in this Attachment.

2.8.6.4 Notwithstanding the Effective Date of this Agreement, the rates for AT&T's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.6.5 The Transition Period shall apply only to AT&T's Embedded Base and AT&T shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.6.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.6.7 No later than June 10, 2006 AT&T shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

2.8.6.7.1 If AT&T fails to submit the spreadsheet(s) specified in Section 2.8.6.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify AT&T's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.6.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.8.6.7.2 For Embedded Base circuits converted pursuant to Section 2.8.6.7 or transitioned pursuant to 2.8.6.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

2.9 Loop Makeup

2.9.1 Description of Service

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

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

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

2.9.1.4 BST will provide LMU information to the requesting CLEC, if either BST or the requesting CLEC controls the Loop(s) that serve the service location for which LMU information has been requested. When a CLEC other than the CLEC that controls the loop requests LMU information, BST will not provide the LMU unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent with the LMUSI.

2.9.1.5 AT&T may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by AT&T and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee AT&T's ability to provide advanced data services over the ordered Loop type. Further, if AT&T orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. AT&T is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 Submitting Loop Makeup Service Inquiries

2.9.2.1 AT&T may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if AT&T needs further Loop information in order to determine Loop service capability, AT&T may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from

time to time, which can be found at the following BellSouth website: http://interconnection.bellsouth.com/guides/html/unes.html. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 Loop Reservations

2.9.3.1 For a Mechanized LMUSI, AT&T may reserve up to ten (10) Loop facilities. For a Manual LMUSI, AT&T may reserve up to three (3) Loop facilities.

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

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

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

2.9.3.5 Where AT&T has reserved multiple Loop facilities on a single reservation, AT&T may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to AT&T, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by AT&T.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which AT&T provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and AT&T using the high frequency spectrum (as defined below) of the loop.

3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with

AT&T. Grandfathered arrangements pursuant to this.Section will be billed at the rates set forth in Exhibit A.

3.1.3 For the period from October 2, 2003, through October 1, 2004, AT&T may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, AT&T may not request new Line Sharing arrangements under the terms of this Agreement.

3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.

3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with AT&T, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.

3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Although the high frequency portion of the loop network element is limited by technology, i.e., is only available on a copper loop facility, access to this network element is not limited to the copper loop facility itself. Access to the High Frequency Spectrum is intended to allow AT&T the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. AT&T shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.7 Currently, for an existing loop, access to the High Frequency Spectrum requires an xDSL compatible copper loop. A conditioned loop is a loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAML"), or similar devices and minimal bridge taps consistent with the applicable industry standard technical references. BellSouth will provide loop conditioning to AT&T in accordance with the High Frequency Spectrum (CO Based) Unbundled Loop Modification CLEC Information Package. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment.

3.1.8 BellSouth must condition loops to enable AT&T to provide xDSL-based services on the same loops BellSouth is providing analog voice service, regardless of loop length. BellSouth is required to condition loops even if BellSouth itself is not offering xDSL services to the customer on that loop. BellSouth is not required to

condition a loop for access to the High Frequency Spectrum if conditioning significantly degrades BellSouth's voice service. Should BellSouth refuse to condition a loop because it will significantly degrade voiceband services, BellSouth must make an affirmative showing to the state commission that conditioning the specific loop in question will significantly degrade the voiceband service. The state commission will determine on a case-by-case basis whether or not a specific loop will significantly degrade the voice service on that loop.

3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and AT&T desires to continue providing xDSL service on such Loop, AT&T shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give AT&T notice in a reasonable time prior to disconnect, which notice shall give AT&T an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and AT&T purchases the full stand-alone Loop, AT&T may elect the type of Loop it will purchase. AT&T will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event AT&T purchases a voice grade Loop, AT&T acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If AT&T reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge AT&T for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

3.2.1 BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, AT&T must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office or other network location that can serve the End User of such Loop.

3.2.1.2 AT&T may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of AT&T's submission of an error free Line

Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

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

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for AT&T's data.

3.3 BellSouth Provided Splitter – Line Sharing

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AT&T access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to AT&T's xDSL equipment in AT&T's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide AT&T with a carrier notification letter, informing AT&T of change. AT&T shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. AT&T shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to AT&T's collocation area, if possible; or (ii) in a BellSouth relay rack as close to AT&T's DS0 termination point as possible. Placement of the splitter shall not increase AT&T's cost of cabling or other activities related to the installation of a splitter. AT&T shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for AT&T on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified AT&T DS0 at such time that BellSouth completes the order as submitted by AT&T.

3.4 CLEC Provided Splitter – Line Sharing

3.4.1 AT&T may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. AT&T may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitter installed by AT&T shall comply with the ANSI T1.413, Annex E, any future ANSI splitter Standard, or any splitters deploys or permitted by BellSouth or its affiliate. AT&T may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.4.3 Any splitter installed by BST shall comply with the ANSI T1.413, Annex E, or any future ANSI splitter Standard.

3.5 Ordering – Line Sharing

3.5.1 AT&T shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide AT&T the LSR format to be used when ordering the High Frequency Spectrum.

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

3.5.4 BellSouth will provide AT&T access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and AT&T shall pay the rates for such services, as described in Exhibit A.

3.6 Maintenance and Repair – Line Sharing

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

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. AT&T will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 AT&T shall inform its End Users to direct data problems to AT&T, unless both voice and data services are impaired, in which event the End Users should call BellSouth.

3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

3.6.5 In the event that AT&T's deployment of xDSL on the High Frequency Spectrum degrades the voice service such that the end user cannot place a call or the degradation is E911 service affecting, BellSouth will restore the service to its original state and AT&T shall pay for such restoration at the loop conditioning rate. Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a trouble and isolates the trouble to the physical collocation arrangement belonging to AT&T, BellSouth will notify AT&T and bill AT&T the NTF charges as described in 3.1.10 above. BellSouth will call AT&T and inform AT&T of the trouble in its equipment. AT&T may initiate the BellSouth Customer Wholesale Interconnection Network Services (CWINS) Maintenance Change Process for CLEC Connecting Facility Assignments (CFA) to restore the data service.

3.7 Line Splitting

3.7.1 Line Splitting – a competing carrier (AT&T or data LEC, but not an incumbent LEC) seeks to provide combined voice and data services on the same unbundled loop, or two competing carriers join to provide voice and data services.

3.7.2 In the event AT&T provides its own switching, obtains switching from a third party or AT&T obtains switching from a separately negotiated agreement with BellSouth, AT&T may engage in line splitting arrangements with another CLEC using a splitter, provided by AT&T, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

3.7.3 BellSouth will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for loops used in a Line Splitting arrangement. This support will be consistent with the support provided to BellSouth and any of its affiliates providing advanced services on loops.

3.8 Maintenance – Line Splitting

3.8.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. AT&T will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.8.2 AT&T shall inform its End Users to direct all problems to AT&T or its authorized agent.

3.8.3 AT&T shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Unbundled Network Element Combinations

4.1 Except as otherwise set forth in this Agreement, upon request, BST shall perform the functions necessary to combine network Elements that BST is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BST's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BST's network. If required, BellSouth will provide such combinations of Network Elements on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement, Act, all applicable Federal and State rules and law.

4.1.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by AT&T are, in fact, already combined by BellSouth in the BellSouth network at the location of AT&T's order. A customer may or may not be utilizing this combination at the time of ordering. "Ordinarily Combined" Network Elements shall be provided to AT&T pursuant to 47 CFR 51.315. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by AT&T are not elements that BellSouth combines for its use in its network and shall be made available to AT&T pursuant to the BFR/NBR process.

4.1.2 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.

4.1.3 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network

Element, it shall make a request for the Network Element pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

4.2 Enhanced Extended Links (EELs)

4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide AT&T with non-discriminatory access to EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

4.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 4.2.5 below.

4.2.3 By placing an order for a high-capacity EEL, AT&T thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit AT&T's high-capacity EELs as specified below.

4.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of authorization by AT&T, BellSouth shall perform the routine network modifications.

4.2.5 Service Eligibility Criteria

4.2.5.1 AT&T must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.2.5.1.1 AT&T has received state certification to provide local voice service in the area being served;

4.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

4.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

4.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

4.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which AT&T will transmit the calling party's number in connection with calls exchanged over the trunk;

4.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, AT&T will have at least one (1) active DS1 local service interconnection trunk over which AT&T will transmit the calling party's number in connection with calls exchanged over the trunk;

4.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

4.2.6 BellSouth may, on an annual basis, audit AT&T's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). AT&T shall be given 30 days notice of the scheduled audit. BellSouth shall direct its auditor to provide a copy of its report to AT&T at the same time it provides the report to BellSouth. To the extent the independent auditor's report concludes that AT&T failed to comply with the service eligibility criteria, AT&T must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that, AT&T did not comply in any material respect with the service eligibility criteria, AT&T shall reimburse BellSouth for the cost of the independent auditor within 30 days after receiving a statement of such costs. To the extent the auditor's report concludes that AT&T did comply in all material respects with the service eligibility criteria, then AT&T will provide to the auditor a statement of AT&T's costs associated with complying with any requests of the auditor. BellSouth will reimburse AT&T for its reasonable and demonstrable costs associated with the audit within 30 days after receiving AT&T's statement. AT&T will maintain appropriate documentation to support its certifications of compliance with the Service Eligibility Criteria.

4.2.7 In the event AT&T converts special access services to UNEs, BST shall impose any applicable tariffed termination liability provisions in any applicable special access tariffs.

4.3 Rates

4.3.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

4.3.3 To the extent AT&T requests a Combination for which BST does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by AT&T. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to AT&T. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to AT&T unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for

Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.2.2 For purposes of this Section 5.2 Embedded Base means DS1 and DS3 Dedicated Transport that were in service for AT&T as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 5.2.6.1 or 5.2.6.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.2.3 For purposes of this Section 5, Embedded Base Entrance Facilities means Entrance Facilities that were in service for AT&T as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.2.4 For purposes of this Section 5, Excess DS1 and DS3 Dedicated Transport means those AT&T DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 5.4.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

5.2.5 For purposes of this Section 5.2, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.

5.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for AT&T's Embedded Base during the Transition Period:

5.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

5.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

5.2.6.3 A list of wire centers meeting the criteria set forth in Section 5.2.6.1 or 5.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com, as (Initial Wire Center List).

5.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for AT&T's Embedded Base Entrance Facilities and only during the Transition Period.

5.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T's Embedded Base of DS1 and DS3 Dedicated Transport and for AT&T's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, shall be as set forth in Exhibit B, and the rates for AT&T's Embedded Base Entrance Facilities as described in this Section 5.2 shall be as set forth in Exhibit A.

5.2.6.5.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to AT&T's Embedded Base of DS1 and DS3 Loops and Embedded Base Entrance Facilities that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.

5.2.6.6 The Transition Period shall apply only to (1) AT&T's Embedded Base and Embedded Base Entrance Facilities; and (2) AT&T's Excess DS1 and DS3 Dedicated Transport. AT&T shall not add new Entrance Facilities pursuant to this Agreement. Further, AT&T shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.2.6.10 below.

5.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.

5.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.2, no future DS3 Dedicated Transport will be required in that wire center.

5.2.6.9 No later than December 9, 2005 AT&T shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services) pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

5.2.6.9.1 If AT&T fails to submit the spreadsheet(s) specified in Section 5.2.6.9 above for at least 95% of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify AT&T's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T failed to submit spreadsheets or to convert 5% or less of AT&T's Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, BellSouth will not convert such 5% or less of its Embedded Base and Excess DS1 and DS3

Loops, but will alert AT&T of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by AT&T and allow AT&T thirty (30) days to convert such DS1 and DS3 Loops. To the extent that AT&T fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

5.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 5.1.6.9 or transitioned pursuant to 5.1.6.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

5.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.2.6.1 or 5.2.6.2, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

5.2.6.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.

5.2.6.10.3 For purposes of Section 5.2.6.10, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for AT&T in a wire center on the Subsequent Wire Center List as of the fourteen (14^{th}) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

5.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.2.6.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List AT&T shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth

services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.2.6.10.6.1 If AT&T fails to submit the spreadsheet(s) specified in Section 5.1.6.10.6 above for 95% or more of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T's Subsequent Embedded Base, but will alert AT&T of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T and allow AT&T thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

5.2.6.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.6.10.6 or transitioned pursuant to Section 5.2.6.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.3 BellSouth shall:

5.3.1 Provide AT&T exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

5.3.2 Provide all technically feasible features, functions, and capabilities of the transport facility;

5.3.3 Permit, to the extent technically feasible, AT&T to connect such interoffice facilities to equipment designated by AT&T, including but not limited to, AT&T's collocated facilities; and

5.3.4 Permit, to the extent technically feasible, AT&T to obtain the functionality provided by BellSouth's digital cross-connect systems.

5.4 Dedicated Transport

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

5.4.1.1 As capacity on a shared UNE facility.

5.4.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to AT&T.

5.4.1.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport) dedicated to AT&T.

5.4.2 When Dedicated Transport is provided as a circuit or as capacity on a high facility system, it shall be operated in parity with the BellSouth's normal operations practices and shall include (as appropriate):

5.4.2.1 Multiplexing functionality;

5.4.2.2 Grooming functionality; and

5.4.2.3 Redundant equipment and facilities necessary to support protection and restoration.

5.4.3 When Dedicated Transport is provided as a system it shall include suitable transmission facilities and equipment, operated in parity with the BellSouth's normal operations practices as required, which shall include:

5.4.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

5.4.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

5.4.3.3 Redundant equipment and facilities necessary to support protection and restoration; and

5.4.3.4 Dark Fiber transport provides a fiber optic interface at each end of an unlit fiber cable. When providing dark fiber cable the BellSouth will provide the manufacturers cable characteristics such as multi-mode or single mode and fiber length.

5.4.3.4.1 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option.

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

5.4.5 AT&T may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths

between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.4.6 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

5.4.7 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and upon authorization and an error free LSR from AT&T, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.

5.4.8 Technical Requirements

5.4.8.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to AT&T designated traffic.

5.4.8.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

5.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.4.9.1 DS0 Equivalent;

5.4.9.2 DS1;

5.4.9.3 DS3; and

5.4.9.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.4.10 BellSouth shall design Dedicated Transport according to its network infrastructure. AT&T shall specify the termination points for Dedicated Transport.

5.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references. Absent any applicable industry

standards, BellSouth's Technical References shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

5.5 Unbundled Channelization (Multiplexing)

5.5.1 To the extent AT&T is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, AT&T may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.5.2 BellSouth shall make available the following channelization systems and interfaces:

5.5.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.

5.5.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.5.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.5.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

5.5.3 Technical Requirements

5.5.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, AT&T's channelization equipment must adhere strictly to form and protocol standards. AT&T must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

5.5.3.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995

5.6 Dark Fiber Transport

5.6.1 Unused Transmission Media includes existing loops and interoffice transmission facilities both lit and unlit, defined as set forth in FCC Rule 51.319 that is not used for existing service or maintenance of existing service or defective or in the case of dark fiber as outlined in paragraph 5.6.2. Except as set forth in Section 5.6.3 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.6.2 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for AT&T to utilize Dark Fiber Transport. If the requested fiber section has any intervening (i.e., lightwave repeater (regenerator or optical amplifier)) equipment interspliced to it BellSouth will remove such equipment at AT&T's request subject to time and charges required to remove this equipment.

5.6.3 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.6.3.1 For purposes of this Section 5.6.3, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.6.3.2 For purposes of this Section 5.6.3, Embedded Base means Dark Fiber Transport that was in service for AT&T as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.6.3.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.6.3.3 For purposes of this Section 5.6.3, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.

5.6.3.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.6.3 only for AT&T's Embedded Base during the Transition Period:

5.6.3.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

5.6.3.5 A list of wire centers meeting the criteria set forth in Section 5.6.3.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

5.6.3.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T's Embedded Base of Dark Fiber Transport as described in Section 5.6.3.2 shall be as set forth in Exhibit B and the rates for AT&T's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 5.6.3 shall be as set forth in Exhibit A.

5.6.3.6.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to AT&T's Embedded Base of Dark Fiber Transport that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.

5.6.3.7 The Transition Period shall apply only to AT&T's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. AT&T shall not add new Dark Fiber Transport as described in this Section 5.6.3 except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.6.3.10 below. Further, AT&T shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

5.6.3.8 Once a wire center exceeds either of the thresholds set forth in Section 5.6.3.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.

5.6.3.9 No later than June 10, 2006 AT&T shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

5.6.3.9.1 If AT&T fails to submit the spreadsheet(s) specified in Section 5.6.3.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify AT&T's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.6.3.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.6.3.9.2 For Embedded Base circuits converted pursuant to Section 5.6.3.9 or transitioned pursuant to 5.6.3.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

5.6.3.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.6.3.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.6.3.4.1, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

5.6.3.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.

5.6.3.10.3 For purposes of Section 5.6.3.10, BellSouth shall make available Dark Fiber Transport that were in service for AT&T in a wire center on the Subsequent Wire Center List as of the tenth (14^{th}) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.6.3.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

5.6.3.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.6.3.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List AT&T shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

5.6.3.10.6.1 If AT&T fails to submit the spreadsheet(s) specified in Section 5.6.3.10.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T's Subsequent Embedded Base, but will alert AT&T of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T and allow AT&T thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

5.6.3.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.6.3.10.6 or transitioned pursuant to Section 5.6.3.10.6.1, the applicable recurring tariff. Charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.7 Rearrangements

5.7.1 A request to move a working AT&T CFA to another AT&T CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates are set forth in Exhibit A.

5.7.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

5.7.3 Upon request of AT&T, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 5.7.1 and 5.7.2 above and AT&T may request OC-TS for such orders

5.7.4 BellSouth shall accept a Letter of Authorization (LOA) between AT&T and another carrier that will allow AT&T to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

6 Databases

6.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, and SS7 Network Interconnection at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to AT&T.

7 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At AT&T's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by AT&T.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8 Line Information Database Storage

8.1 The LIDB is a database that stores current information on working telephone numbers and billing account numbers. LIDB data is used by BellSouth's customers that subscribe to LIDB access to facilitate the proper completion of calls and/or the billing of such calls to the appropriate subscriber line, and for fraud prevention.

8.2 LIDB storage shall be available to AT&T when AT&T is a Facility Based Carrier. Such LIDB storage shall be at the request of AT&T to the BellSouth Account Manager. AT&T shall provide initial data, additions, updates and deletions to BellSouth to populate LIDB with AT&T's end user information.

8.3 BellSouth provides access to information in its LIDB, including AT&T end user information to its LIDB customers via queries to LIDB. Information stored in the BellSouth LIDB for AT&T pursuant to this agreement shall be available to BellSouth and its LIDB customers who launch queries to the LIDB.

8.4 BellSouth shall enable AT&T to store in BellSouth's LIDB any subscriber line number or special billing number record.

8.5 BellSouth will administer the data provided by AT&T pursuant to this Agreement in the same manner as BellSouth administers its own end user customer data.

8.6 AT&T is responsible for the completeness and accuracy of the data being provided to BellSouth, and for providing updates and changes in a timely manner.

8.7 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of AT&T data to the LIDB (e.g., calling card auto-deactivation).

8.8 BellSouth shall provide priority updates to LIDB for AT&T data upon AT&T's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail.

8.9 BellSouth shall perform periodic backup and recovery of all of AT&T's data in LIDB.

8.10 BellSouth shall prevent any access to or use of AT&T data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by AT&T in writing.

8.11 Upon request by AT&T, BellSouth shall provide AT&T performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by AT&T at least at parity with BellSouth Customer Data.

8.12 BellSouth shall not be responsible to AT&T for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changes by BellSouth in its sole discretion from time to time.

8.13 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's Tariffs.

8.14 AT&T will not be charged a fee for LIDB storage services provided by BellSouth to AT&T pursuant to this Agreement.

8.15 Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any other taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the services set forth herein will be paid by AT&T.

9 Signaling

9.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases at the rates set forth in Attachment 3. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.2 When AT&T purchases unbundled local switching from BellSouth, BellSouth must provide AT&T with unbundled access to BellSouth's signaling network at no additional charge or network infrastructure requirement. Where AT&T is a facilities based carrier looking to purchase access to BellSouth's signalling

network, AT&T shall purchase the appropriate network components from BellSouth at a market-based rate.

9.3 When AT&T provides its own signaling or obtains signaling service from a third party provider, BellSouth is obliged to provide seamless interconnection between its signaling network and that of AT&T or the alternative supplier(s).

9.4 **Signaling Link Transport**

9.4.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between AT&T designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.4.2 Technical Requirements

9.4.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.4.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.4.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

9.4.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

9.4.4.3 An A-link layer shall consist of two (2) links.

9.4.4.4 A B-link layer shall consist of four (4) links.

9.4.4.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.4.4.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

9.4.4.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.4.5 Interface Requirements

9.4.5.1 There shall be a DS1 (1.544 Mbps) interface at AT&T's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.5 **Signaling Transfer Points**

9.5.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.5.2 Technical Requirements

9.5.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

9.5.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.5.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a AT&T local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between AT&T local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.5.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a AT&T or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a AT&T database, then AT&T agrees to provide BellSouth with the Destination Point Code for AT&T database.

9.5.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical

references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

9.5.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a AT&T or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. When BellSouth's Internetwork MRVT and SRVT capabilities become approved ANSI standards and available capabilities of BellSouth STPs, BellSouth will provide notice of such to AT&T.

9.6 SS7

9.6.1 When technically feasible and upon request by AT&T, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with AT&T's SS7 network to exchange TCAP queries and responses with a AT&T SCP.

9.6.2 SS7 AIN Access shall provide AT&T SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.6.3 Interface Requirements

9.6.3.1 BellSouth shall provide the following STP options to connect AT&T or AT&T-designated local switching systems to the BellSouth SS7 network:

9.6.3.1.1 An A-link interface from AT&T local switching systems; and,

9.6.3.1.2 A B-link interface from AT&T local STPs.

9.6.3.2 Each type of interface shall be provided by one or more layers of signaling links.

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

9.6.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.6.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.6.4 Message Screening

9.6.4.1 BellSouth shall set message screening parameters so as to accept valid messages from AT&T local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the AT&T switching system has a valid signaling relationship.

9.6.4.2 BellSouth shall set message screening parameters so as to pass valid messages from AT&T local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the AT&T switching system has a valid signaling relationship.

9.6.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from AT&T from any signaling point or network interconnected through BellSouth's SS7 network where the AT&T SCP has a valid signaling relationship.

9.7 **Service Control Points (SCP)/Databases**

9.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.7.2 If AT&T chooses to gain access to BellSouth's call related databases, it may do so by connecting to BellSouth's network at the regional STP level. AT&T will not be required to connect to BellSouth's databases at each SCP.

9.7.3 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.7.4 Technical Requirements for SCPs/Databases

9.7.4.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.7.4.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.7.4.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.8 **Local Number Portability Database**

9.8.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.9 **SS7 Network Interconnection**

9.9.1 SS7 Network Interconnection is the interconnection of AT&T local signaling transfer point switches or AT&T local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network. AT&T will only be required to connect to BellSouth at a minimum of one point per LATA.

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

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

9.9.4 SS7 Network Interconnection shall provide:

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

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

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

9.9.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes 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 AT&T local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of AT&T local STPs and shall not include SCCP Subsystem Management of the destination.

9.9.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

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

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

9.9.9 Interface Requirements

9.9.9.1 The following SS7 Network Interconnection interface options are available to connect AT&T or AT&T-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

9.9.9.1.1 A-link interface from AT&T local or tandem switching systems; and

9.9.9.1.2 B-link interface from AT&T STPs.

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

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

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

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

10 Automatic Location Identification/Data Management System (ALI/DMS)

10.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. AT&T will be required to provide BellSouth's Vendor weekly updates to the E911 database when AT&T is not purchasing local switching from BellSouth. AT&T shall also be responsible for providing BellSouth with data for submission to the 911/E911 database exactly as AT&T receives it from the end user customer for the purpose of providing 911/E911 service to its End Users. When AT&T purchases local switching from BellSouth, BellSouth will provide the updates and submit the information to the 911/E911 database.

10.2 Technical Requirements

10.2.1 BellSouth shall provide AT&T the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to AT&T after AT&T provides End User information for input into the ALI/DMS database.

10.2.2 AT&T shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

11 Calling Name Database Service

This section left blank intentionally

12 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

12.1 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

12.2 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

12.3 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from BellSouth's unbundled Local Switching element or, where technically feasible, from AT&T's switch.

12.4 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

12.5 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth SCE in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

12.6 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to resources. BellSouth shall provide training, documentation, and technical support that will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

12.7 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

12.8 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications.

12.9 BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. AT&T access will be provided via remote data connection (e.g., dial-in, ISDN).

12.10 BellSouth shall allow AT&T to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

12.11 When AT&T selects SCE/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

13. 911/E911

13.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-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, which is in parity with BellSouth's handling of 911 calls from its customers.

13.2 911/E911 Trunks

13.2.1 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

13.2.2 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

13.2.3 BellSouth shall provide SS7 trunks, which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

13.2.4 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

13.3 911 and E911

13.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

13.3.2 Definition

13.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and

functionality with the support and services that the BellSouth provides to its own retail end users.

13.3.3 Requirements

13.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth by installing dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

13.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the 911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing or SS7/ISUP that will deliver automatic number identification ("ANI") with the voice portion of the call. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at http://www.interconnection.bellsouth.com./guides. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T 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, AT&T will be required to route the call to a designated 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. AT&T 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.

13.3.4 Technical Requirements

13.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks or

SS7/ISUP signalling. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at http://www.interconnection.bellsouth.com/guides.

13.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

13.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

13.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

13.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

13.3.4.4.2 Trunk group specifications.

13.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

13.3.4.4.4 Description of BellSouth's diversity for facility routing.

13.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

13.3.5 E911 Call Routing and Provision Customer Information to PSAP

13.3.5.1 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

13.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.

13.3.6 Master Street Address Guide ("MSAG")

13.3.6.1 BellSouth shall provide AT&T monthly, free of charge, a complete copy of the MSAG via CD Rom which is usable with personal computers. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG. If BellSouth discovers an error in the MSAG, BellSouth shall notify AT&T. It shall be AT&T's responsibility to notify the PSAP to assist them in correcting the errors in the MSAG concerning AT&T Customers.

13.3.7 Other

13.3.7.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

13.3.8 Technical References

13.3.8.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

13.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T beyond applicable charges for BellSouth trunking arrangements.

13.3.10 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

13.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Disconnect First	Disconnect Add'l	OSS Rates($) 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		0 00	0 00	0 00	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		100 00	100 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								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57 67	0 00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37 44	37 44								

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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		20 61	2 96					20 35	10 54	13 32	13 32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		21 94	4 29								
	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		20 61	2 96					20 35	10 54	13 32	13 32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URESP		21 94	4 29								
	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
	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

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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		20 61	2 96								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		21 94	4 29								
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130 47	40 11					20 35	10 54	13 32	13 32
	4-WIRE 2 4, 4 8, 9 6, 19 2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2 4 Kbps - Zone 1		1	UDL, NTCUD	UDL2X	27 68	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 2 4 Kbps Zone 2		2	UDL, NTCUD	UDL2X	41 47	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 2 4 Kbps - Zone 3		3	UDL, NTCUD	UDL2X	69 24	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 4 8 Kbps - Zone 1		1	UDL, NTCUD	UDL4X	27 68	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 4 8 Kbps - Zone 2		2	UDL, NTCUD	UDL4X	41 47	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 4 8 Kbps - Zone 3		3	UDL, NTCUD	UDL4X	69 24	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 9 6 Kbps - Zone 1		1	UDL, NTCUD	UDL9X	27 68	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 9 6 Kbps - Zone 2		2	UDL, NTCUD	UDL9X	41 47	207 01	141 38	90 70	44 18						
	4 Wire Unbundled Digital Loop 9 6 Kbps - Zone 3		3	UDL, NTCUD	UDL9X	69 24	207 01	141 38	90 70	44 18						
	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

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
		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
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		20 61	2 96					20 35	10 54	13 32	13 32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		21 94	4 29								
		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																

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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
	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		313 03	7 82								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		313 03	7 82								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		359 40	4 27								
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 NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) 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	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

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 - 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										
		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
		Wholesale to UNE Switch-As-Is Charge			U1TVX	UNCCC		52 30	24 62	9 12	9 12						
		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
		Wholesale to UNE Switch-As-Is Charge			U1TDX	UNCCC		52 30	24 62	9 12	9 12						
		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
		Wholesale to UNE Switch-As-Is Charge			U1TD1	UNCCC		52 30	24 62	9 12	9 12						
		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
		Wholesale to UNE Switch-As-Is Charge			U1TD1	UNCCC		52 30	24 62	9 12	9 12						
		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
		Wholesale to UNE Switch-As-Is Charge			U1TS1	UNCCC		52 30	24 62	9 12	9 12						
		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										
	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								
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								

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
		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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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		
		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
		Wholesale to UNE, Switch-As Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42	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	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	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEC	SOMAN	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN
	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
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
				UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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	
	Additional DS1 COCI in combination per month			UNC1X	UC1D1	17 58	5 70	4 42					20 35	9 80	11 49	1 18
	Wholesale to UNE, Switch-As-Is Charge			UNC3X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
	Wholesale to UNE, Switch-As-Is Charge			UNCVX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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

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
	Wholesale to UNE, Switch-As-Is Charge			UNCVX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
	Wholesale to UNE, Switch-As-Is Charge			UNC3X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
	Wholesale to UNE, Switch-As-Is Charge			UNCSX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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		
	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
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
	Wholesale to UNE, Switch-As-Is Charge			UNCSX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile 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
	Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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							20 35	10 54	13 32	
	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
	Wholesale to UNE, Switch-As Is Charge			UNCDX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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							20 35	21 09		
	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
	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							20 35	9 80	11 49	1 18
	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
	Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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		

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 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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
		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	
		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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
		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	

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 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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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		
		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
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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	

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
		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	
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																
		Wholesale to UNE, Switch-As-Is Conversion Charge, 2/4-wire VG			UNCVX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
		Wholesale to UNE, Switch-As-Is Conversion Charge, 4-wire VG			UNCDX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
		Wholesale to UNE, Switch-As-Is Conversion Charge, DS1			UNC1X	UNCCC		52 73	24 62	9 12	9 12			53 73	24 62		
		Wholesale to UNE, Switch-As-Is Conversion Charge, DS3			UNC3X	UNCCC		52 73	24 62	9 12	9 12			53 73	24 62		
		Wholesale to UNE, Switch-As Is Conversion Charge, STS-1			UNCSX	UNCCC		52 73	24 62	9 12	9 12			53 73	24 62		
	Optional Features & Functions																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		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
		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
	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
		Wholesale to UNE, Switch-As-Is Conversion Charge, 1/0 Channel System			UNCVX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
		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

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
	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
	Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNC3X	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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
	Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNCSX	UNCCC		52 73	24 62	9 12	9 12			31 26	10 42		
	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						
	Miscellaneous															
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18 93	18 93								
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
	CCS7 Signaling Connection, Switched access service, interface groups, transmission 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, transmission 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										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per ISUP Message					0 0000373bk										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) 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

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh B Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) 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										
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 COMBINATIION																
	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										
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										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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										
	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 Loip 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										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh B			
CATEGORY		RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice 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-recurring charges do not apply, but a Switch As Is charge does apply																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	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 48	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										