BellSouth Telecommunications, Inc
333 Commerce Street
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Guy M Hicks
General Counsel

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December 6, 2005

VIA HAND DELIVERY

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

Re *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and US LEC Tennessee Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00330

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, US LEC Tennessee Inc. 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 Amendments to the Interconnection Agreement dated June 20, 2004. The first Amendment incorporates a provision for compensation on a mutual and reciprocal basis for transport and termination of Local Traffic. The second Amendment modifies the Agreement in accordance with the TRRO.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc Deputy General Counsel, US LEC of Tennessee Inc
Vice President, Regulatory & Industry Affairs, US LEC of Tennessee Inc.

#563694

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND US LEC OF TENNESSEE INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, US LEC of Tennessee Inc. ("US LEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated June 20, 2004 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, US LEC and BellSouth state the following:

1. US LEC 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 US LEC. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on June 16, 2004 and a supplemental filing was done on August 12, 2004.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment incorporates a provision for compensation on a mutual and reciprocal basis for transport and termination of Local Traffic and the second Amendment modifies the Agreement in accordance with the TRRO. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, US LEC and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit the Amendments 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 Amendments between BellSouth and US LEC 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. US LEC and BellSouth aver that the Amendments are 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.

US LEC and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 6th day of Dec., 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 6th day of Dec., 2005:

Deputy General Counsel
US LEC of Tennessee Inc.
6801 Morrison Blvd.
Charlotte, NC 28211

Vice President, Regulatory & Industry Affairs
US LEC of Tennessee Inc.
6801 Morrison Blvd.
Charlotte, NC 28211

_____
Guy M. Hicks

Amendment to the Agreement
Between
US LEC of Tennessee Inc.
and
BellSouth Telecommunications, Inc.
Dated June 20, 2004

Pursuant to this Amendment, (the "Amendment"), US LEC of Tennessee Inc. ("US LEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, and;

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 and replace Section 7.1.4.1 of Attachment 3 as follows:

   7.1.4.1 The Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit A. US LEC is entitled to reciprocal compensation for end office switching and tandem switching since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch The Parties will compensate each other for the transport and termination of ISP-bound traffic at the composite rates set forth in Exhibit A to this Attachment.

2. The Parties agree to delete Sections 7.1.4.1.1, 7.1.4.1.1.1 and 7.1.4.1 1.2 of Attachment 3.

3. All of the other provisions of the Agreement, dated June 20, 2004, shall remain in full force and effect.

4. 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.

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

BellSouth Telecommunications, Inc.	**US LEC of Tennessee Inc.**
By Kristen E Shore	By Wanda G Montano
Name Kristen E. Shore	Name: Wanda G. Montano
Title: Director	Title: Vice President – Regulatory and Industry Affairs
Date: 11/26/05	Date: October 25, 2005

[CCCS Amendment 2 of 2]

Amendment to the Agreement
Between
US LEC of Tennessee Inc.
and
BellSouth Telecommunications, Inc.
Dated June 20, 2004

Pursuant to this Amendment, (the "Amendment"), US LEC of Tennessee Inc. ("US LEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 ("Agreement") to be effective March 11, 2005.

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, and;

WHEREAS, BellSouth and US LEC 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, Network Elements and Other Services, in its entirety and replace with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.

2. The Parties agree to add Sections 10 and 11 to Attachment 3 as follows:

10 BASIC 911 AND E911 INTERCONNECTION

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

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

call to the appropriate PSAP. When a municipality converts to E911 service, US LEC will be required to begin using E911 procedures.

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

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

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

11 SS7 Network Interconnection

11.1 SS7 Network Interconnection is the interconnection of US LEC local signaling transfer point switches or US LEC 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, US LEC local or tandem

switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

11.3 If traffic is routed based on dialed or translated digits between a US LEC 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 US LEC local signaling transfer point switches and BellSouth or other third-party local switch.

11.4 SS7 Network Interconnection shall provide:

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

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

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

11 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 US LEC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of US LEC local STPs and shall not include SCCP Subsystem Management of the destination.

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

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

11.8 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.

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

11.9.1 A-link interface from US LEC local or tandem switching systems; and

11.9.2 B-link interface from US LEC STPs.

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

11.9.4 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.

11.9.5 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.

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

3. The Parties agree to add the rates for SS7 Interconnection to Exhibit A of Attachment 3, attached hereto as Exhibit 2 and by reference incorporated into this Amendment.

4. The Parties agree to add Section 3.8 to Attachment 6 as follows:

3.8 If US LEC 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 US LEC in accordance with FCC No. 1 Tariff, Section 5.

5. All of the other provisions of the Agreement dated June 20, 2004 shall remain unchanged and in full force and effect.

6. 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.

Signature Page

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

BellSouth Telecommunications, Inc.

By: _____

Name: Kristen Rowe

Title: Director

Date: OCTOBER 21, 2005

US LEC of Tennessce Inc.

By: _____

Name: Wanda G. Montano

Title: Vice President - Regulatory and Industry Affairs

Date: October 21, 2005

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to US LEC for US LEC's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) and 252 of the Act and 47 C.F.R Part 51. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to US LEC (Other Services). Additionally, the provision of a particular Network Element or Other Service may require US LEC 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.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be negotiated by the Parties upon request by either Party.

1.3 US LEC may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 US LEC shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to US LEC pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to US LEC 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 US LEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between US LEC 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 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided and subject to the Transition set forth in this Attachment, US LEC 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 US LEC has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide US LEC with thirty (30) days written notice to disconnect or convert such Arrangements. If US LEC 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 1.7 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.

1.8 US LEC may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.9 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such 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 payment from US LEC, BellSouth shall perform the RNM.

1.10 Commingling of Services

1.10.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or Combination, to one or more services or facilities that US LEC has obtained at wholesale from BellSouth and over which the Commission or FCC has jurisdiction to set rates, terms and conditions, or the combining of a Network Element or Combination with one or more such wholesale services or facilities.

1.10.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination 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.

1.10.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled 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 or rates set forth in a separate agreement between the Parties.

1.10.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

1.10.5 Notwithstanding any other provision of this Agreement, BellSouth will not commingle 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. Nothing in this Section shall prevent US LEC from commingling Network Elements with tariffed special access loop and transport services.

1.11 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. The charges shall be as set forth in Exhibit A.

1.12 Ordering Guidelines and Processes

1.12.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, US LEC should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is: http//www.interconnection.bellsouth.com/.

1.12.2 Additional information may also be found in the individual CLEC Information Packages, which are incorporated herein by reference, as amended from time to time, located at the "CLEC UNE Products" Web site address: http://www.interconnection.bellsouth.com/guides/html/unes.html.

1.12.3 The provisioning of Network Elements, Combinations and Other Services to US LEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with US LEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment.

1.12.4 Testing/Trouble Reporting.

1.12.4.1 US LEC will be responsible for testing and isolating troubles on Network Elements. US LEC must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, US LEC will be required to provide the results of the US LEC test which indicate a problem on the BellSouth network.

1.12.4.2 Once US LEC has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.

1.12.4.3 If US LEC reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge US LEC a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.12.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by US LEC (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill US LEC for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop is as defined in 47 C.F.R. Part 51.319(a). Facilities that do not constitute loops as defined under 47 C.F.R. Part 51.319(a), including, by way of example, but not limited to, facilities that terminate to another carrier's switch, a cell site, Mobile Switching Center or base station, do not constitute local loops. US LEC shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the loop.

2.1.1 BellSouth shall provide access to the unbundled local Loops set forth in the attachment, subject to requirements set forth in 2.1.4.

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

2.1.2 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 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.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to US LEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will provide nondiscriminatory access to a 64 kilobits per second (kbps) second transmission path capable of voice grade channel over its FTTH/FTTC facilities on an unbundled basis.

Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in the area are capable of transmitting signals prior to receiving a request for access to such Loops by US LEC. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition; provided, however, BellSouth will have 10 business days from the date of the request to notify US LEC either that:

1) the condition of the copper Loop has degraded to such a degree that BellSouth is unable to restore such Loop to serviceable condition. BellSouth will provide US LEC results of any tests that supports such determination to the extent that such tests exist. Upon such notification, US LEC may request BellSouth to make a 64 kbps narrowband voice grade channel available to US LEC over its FTTH facilities as described in § 2.1.1.3; or

2) BellSouth is able to restore the copper Loop to serviceable condition, and the parties will mutually agree to the applicable provisioning interval.

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide US LEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such 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.

2.1.4 Transition Period for DS1 and DS3 Loops

2.1.4.1 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 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for US LEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 2.1.4.6.1 or 2.1.4.6.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.4 Excess DS1 and DS3 Loops are those US LEC DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.12, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

2.1.4.5 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.6 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for US LEC's Embedded Base during the Transition Period:

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

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

2.1.4.7 US LEC shall not place any new orders for DS1 and DS3 Loops and/or Excess DS1 and DS3 Loops, as applicable, in Non-impaired Wire Centers as set forth on BellSouth's Interconnection Web site at www.interconnectoin.bellsouth.com and may be amended anytime by BellSouth without an amendment to this Agreement, subject to the provisions of Sections 2.1.4.16.1, 2.1.4.16.4, and 2.1.4.16.9. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C to this Attachment.

2.1.4.7.1 For DS1 and DS3 Loops and Excess DS1 and DS3 Loops in Non-impaired Wire Centers that were ordered after March 10, 2005, US LEC shall place orders to disconnect or convert such circuits to an equivalent wholesale service or group of wholesale services within thirty (30) days of the execution of this Agreement. A true-up will be conducted for such circuits and US LEC shall pay: 1) the difference between the Network Element or Combinations recurring rate paid by US LEC and the rate US LEC would have paid had such circuit been ordered and provisioned as a wholesale service or group of wholesale services from June 1, 2005, or the date of installation, whichever is later, and the date the service is converted to a wholesale service or group of wholesale services; 2) the nonrecurring switch-as-is rate; and, 3) the difference between the Network Element or Combination nonrecurring rate paid by US LEC and the appropriate wholesale or group of wholesale services nonrecurring rate that would have applied had the circuit been ordered and provisioned as a wholesale service or group of wholesale services.

2.1.4.8 For the Embedded Base of DS1 and DS3Loops and Excess DS1 and DS3 Loops, US LEC will pay BellSouth 115% of the Network Element or Combination recurring rate set forth in Exhibit B as of June 15, 2004, from March 11, 2005, to March 10, 2006, or until the circuit is terminated, whichever is earlier. Additionally, US LEC shall pay BellSouth 115% of the Network Element or Combinations recurring rate set forth in Exhibit B as of June 15, 2004, from March 11, 2006, until such circuit is converted to a wholesale service or group of wholesale services by BellSouth. The nonrecurring switch-as-is rate shall apply to Conversions.

2.1.4.9 The Transition Period shall apply only to (1) US LEC's Embedded Base and (2) US LEC's Excess DS1 and DS3 Loops. US LEC shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except as set forth in Section 2.1.4.12 below.

2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.6.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.11 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.6.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.12 Within thirty (30) days of a request by BellSouth, US LEC will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D, of the Embedded Base of Loops and Excess DS1 and DS3 Loops that are located in the Non-impaired Wire Centers as set forth on BellSouth's Interconnection Web site at www.interconnection.bellsouth.com (Non-impaired Wire Centers). This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected. In the event that after BellSouth's review of the spreadsheet, modifications or corrections are needed to the spreadsheet, US LEC shall have ten (10) days to make corrections or modifications to the spreadsheet. If US LEC fails to make the necessary corrections or modification for the applicable circuits, BellSouth may proceed to identify and transition the circuits pursuant to Section 2.1.4.14.

2.1.4.13 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than March 11, 2006. Such Conversions shall be pursuant to Section 1.6. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable recurring tariff rates, terms and conditions, including applicable performance measurements, shall apply. Beginning March 11, 2006, and until such circuit is Converted to a wholesale service or group of wholesale services, such circuits will not be subject to the Performance Measurements provisions of the Interconnection Agreement and shall not be eligible for SEEMs payments after March 11, 2006. In the event a Commission or the FCC determines that during the timeframe specified above such services are subject to any penalty payment, remedy or service level measurement, then US LEC shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy paid by BellSouth to US LEC or to the Commission attributable on a proportional basis to the Embedded Base Circuits, Excess DS1 and DS3 Loops not converted at the time of the payment.

2.1.4.14 If US LEC fails to submit the spreadsheet(s) as requested by BellSouth, BellSouth will identify US LEC's remaining Embedded Base and Excess DS1 and DS3 Loops if any, and may begin transition of such circuits immediately to the equivalent wholesale 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, upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

2.1.4.15 Where US LEC is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.6, US LEC must disconnect or rearrange such circuit to be in compliance with the Interconnection Agreement and

such rearrangements or disconnections shall be completed by US LEC before March 11, 2006.

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

2.1.4.16.1 BellSouth may seek to designate additional wire centers as "non-impaired" pursuant to the criteria set forth in 47 C.F.R. 51.319 based upon either (1) an increase in the business line count or (2) an increase in the number of fiber based collocators ("FBCs") for such wire centers. For non-impairment designations based upon the business line count, BellSouth shall, no later than June 30 of each year, file with the Commission the proposed list of such additional "non-impaired" wire centers. For non-impairment designations based upon an increase in the number of FBCs, BellSouth has the option of filing with the Commission, at any time during the year, the proposed list of such additional "non-impaired" wire centers. The list of additional "non-impaired" wire centers as designated by BellSouth shall reflect the number of business lines, as of December 31 of the previous year based upon its ARMIS 43 08 data filed with the FCC and/or shall reflect the current number of FBCs in each wire center, as applicable, and to the extent BellSouth relies upon such information to make its designation. In no event shall BellSouth make more than two such non-impairment designation filings per state in a given calendar year for non-impairment designations.

2.1.4.16.2 To the extent BellSouth identifies additional wire centers as non-impaired, based upon an increase in the number of FBCs, BellSouth shall identify the FBCs upon which it has relied, and shall obtain from each collocator, prior to filing, a written affirmation that it qualifies as a FBC. CLEC shall, within 20 days of a request by BellSouth, affirm or deny that it constitutes a fiber-based collocator, as defined in 47 C.F.R. 51.5. In the event that CLEC is listed as a FBC and denies such status, CLEC shall provide BellSouth with all information and documentation reasonably necessary to support such position at the same time that CLEC makes such assertion.

2.1.4.16.3 In any such filing designating additional wire centers as "non-impaired," BellSouth shall, to the extent applicable, file the following documentation demonstrating that each additional wire center meets the relevant TRRO criteria. BellSouth agrees to make such documentation available to US LEC under the terms of a Commission protective order. Provided, however, to the extent a Commission requires different information to be provided in support of BellSouth's designation of an additional wire center as non-impaired, the Parties will work cooperatively to utilize such new Commission requirements, and amend this Agreement accordingly, if necessary.

a. The CLLI of the wire center.

b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

c. The number of UNE-P or equivalent lines used to serve business customers (UNE-P lines serving residential customers shall not be counted as business lines in BellSouth's analysis).

d. The number of DS0 (non-high capacity) UNE-L lines in service.

e. The number of DS1 UNE-L lines in service (DS0 equivalent line count).

f. The number of DS1 UNE EELs (DS0 equivalent line count).

g. The number of DS3 UNE-L lines in service (DS0 equivalent line count).

h. The number of DS3 EELs (DS0 equivalent line count).

i. A completed worksheet that shows, in detail, any conversion of digital access lines to voice grade equivalents and any resulting adjustments.

j. The names of any carriers relied upon as a FBC, and the wire center in which each was relied upon.

2.1.4.16.4 US LEC shall have thirty (30) days from the date of BellSouth's non-impairment designation filing to file a challenge with the Commission to any such additional non-impaired wire center designated by BellSouth. Any such challenge must be specific, supported by evidence or verified statement refuting the data supplied by BellSouth and sufficient for the Commission to render a final determination.

2.1.4.16.5 Changes to the wire center designations shall become effective sixty (60) days following such filing by BellSouth with the Commission or the date such designations are approved by the Commission, whichever is earlier. The additional Non-impaired Wire Centers shall be considered "Subsequent Wire Centers." As of such effective date, BellSouth shall not be required to provide, and US LEC shall not add, new DS1 and DS3 Loops or Excess DS1 and DS3 Loops, as applicable, in Subsequent Wire Centers.

2.1.4.16.6 For purposes of this section, Subsequent Embedded Base shall mean those DS1 and/or DS3 Loops, as applicable, that were in service for US LEC or for which US LEC had orders pending in a Subsequent Wire Center on the effective date of the non-impairment designation and shall include any DS1 and/or DS3 Loops in excess of the caps set forth in this Agreement in such Subsequent Wire Centers. Disconnects or loss of End Users shall be removed from the Subsequent Embedded base.

2.1.4.16.7 Within thirty (30) days of the non-impairment designation effective date as set forth in Section 2.1.4.12, US LEC shall identify its Subsequent Embedded Base via a spreadsheet, as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D. Such spreadsheet shall identify the Subsequent Embedded Base to be disconnected or converted to other BellSouth services. US LEC shall have thirty (30) days from submission of such spreadsheet to make modifications or corrections to the spreadsheet. BellSouth will begin Conversion of such circuits no earlier than the sixtieth (60^{TH}) day following the non-impairment designation effective date. Such Conversions shall be pursuant to Section 1.6. Recurring tariff rates, terms and conditions shall apply upon Conversion of the circuits to wholesale services. US LEC shall pay the UNE rate set forth in this Agreement until such time as BellSouth Converts the circuit.

2.1.4.16.8 In the event US LEC fails to submit the spreadsheet(s) described above as requested by BellSouth, BellSouth will identify US LEC's remaining Subsequent Embedded Base, if any, and may begin transition of such circuits immediately to the equivalent wholesale 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 upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

2.1.4.16.9 In the event that (1) BellSouth designates a wire center as non-impaired, either initially or as a Subsequent Wire Center, (2) as a result of such designation, US LEC Converts existing Network Elements or Combinations to other services or orders new services as services other than Network Elements or Combinations, (3) US LEC otherwise would have been entitled to Network Elements or Combinations in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of US LEC, no later than sixty (60) days after BellSouth acknowledges or the State or Federal Regulatory body issues an Order making such a finding, BellSouth shall transition to Network Elements or Combinations any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall credit US LEC the difference between the rate paid by US LEC for such services and the applicable Network Element or Combinations rate, including but not limited to any charges associated with the resulting conversion from Network Element or Combinations to other wholesale services or group of wholesale services for the period prior to such circuit being transitioned to a Network Element or Combination. Such credit shall be calculated from June 1, 2005, for a Non-

impaired Wire Center meeting the criteria set forth in this Section. For a Subsequent Wire Center, the credit shall be calculated from the date of the Conversion of the Network Element or Combination to the other services or if a new service was ordered instead of a Network Element or Combination, the date such new service was provisioned by BellSouth. There shall be no additional charge for such transition to Network Elements or Combination services. US LEC shall only be responsible for such charges as would have applied if said Wire Center had not been designated as non-impaired.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site: http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable OC as described below will be handled on a project basis, and the intervals 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.

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

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.7.1 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. 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 US LEC wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), US LEC may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), US LEC shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.8 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows BellSouth and US LEC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to US LEC'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.

2.1.8.2 OC-TS allows US LEC to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate US LEC's specific conversion time request. However, BellSouth reserves the right to negotiate with US LEC 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. US LEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If US LEC 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 BellSouth's 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.

2.1.9

	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	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, US LEC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 CLEC to CLEC Conversions for Unbundled Loops

2.1.9.1 The CLEC to CLEC conversion process for Loops may be used by US LEC when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in US LEC's Interconnection Agreement before requesting a conversion.

2.1.9.2 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.

2.1.9.3 The Loops converted to US LEC 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 Agreement for the specific Loop type.

2.1.10 Bulk Migration

2.1.10.1 BellSouth will make available to US LEC a Bulk Migration process pursuant to which US LEC may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package 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. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.10.2 Should US LEC request migration for two (2) or more EATNs containing fifteen (15) or more circuits, US LEC must use the Bulk Migration process referenced in 2.1.11.1 above.

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 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/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 US LEC 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 US LEC, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. US LEC 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 US LEC may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

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 US LEC. 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 US LEC 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 UDLs. UDLs are service specific, 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 specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

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. These 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. US LEC 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.

2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

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

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 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 End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to US LEC 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 associated with digital data services 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 provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (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 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 SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 US LEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

2.4 Unbundled Copper Loops (UCL).

2.4.1 BellSouth shall make available 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-wire 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 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

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

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

2.4.3 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 and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

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

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

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by US LEC to provide a wide-range of telecommunications services as

long as those services do not adversely affect BellSouth's 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 the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 US LEC 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 BellSouth shall perform Line Conditioning in accordance with 47 C.F.R. 51.319(a)(1)(iii). 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 to industry standards and/or the BellSouth TR 73600. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

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

2.5.3 For any copper loop being ordered by US LEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from US LEC, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to US LEC. 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 two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.4 US LEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

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

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

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for US LEC, US LEC will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by US LEC is available at the location for which the ULM was requested, US LEC 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, US LEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where US LEC 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 US LEC. 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 US LEC (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 US LEC, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. US LEC 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 single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's 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 US LEC to connect US LEC'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 US LEC may access the End User's premises wiring by any of the following means and US LEC 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 US LEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring 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 US LEC may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be US LEC's responsibility to ensure there is no safety hazard, and US LEC 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.

2.7.3.3 US LEC shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 US LEC shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

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

2.7.4 Technical Requirements

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

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to US LEC's NID.

2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. US LEC may request BellSouth to do additional work to the NID on a time and material basis. When US LEC deploys its own local loops in a multiple-line

termination device, US LEC shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements.

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

2.8.2 Unbundled Subloop Distribution (USLD)

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

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If US LEC requests a UCSL and it is not available, US LEC may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 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 in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from US LEC, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a

single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for US LEC's use on this cross-connect panel. US LEC will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, US LEC shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. US LEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by US LEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet US LEC's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before US LEC 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 US LEC's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, US LEC will request Subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when US LEC requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by US LEC for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

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

2.8.3.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control and authority by virtue of such lease, wiring all the way to the End Users' premises, BellSouth shall use commercially reasonable efforts to obtain the right to permit US LEC to access the UNTW.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request BellSouth will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

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

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

2.8.3.3.5 The US LEC is responsible for obtaining the property owner's permission for the BellSouth to install an Access Terminal(s) on behalf of US LEC. The submission of the SI by US LEC will serve as certification by US LEC that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, US LEC will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.6 US LEC shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of US LEC's failure to obtain the property owner's permission. US LEC will be billed for nonrecurring and recurring charges for

accessing UNTW pairs at the time US LEC activates the pair(s). US LEC will notify the BellSouth within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.7 If a trouble exists on a UNTW pair, US LEC may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, US LEC will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, US LEC will isolate and report troubles in the manner specified by BellSouth. US LEC must tag the UNTW pair that requires repair. If the US LEC dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge US LEC for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.8 If US LEC initiates the Access Terminal installation and US LEC has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the US LEC request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill US LEC a nonrecurring charge (NRC) equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.9 If BellSouth determines that US LEC is using the UNTW pairs without reporting the activation of the pairs, US LEC will be billed for the use of that pair back to the date the End User began receiving service from US LEC at that location. Upon request, US LEC will provide copies of its billing record to substantiate such date. If US LEC fails to provide such records, then BellSouth will bill the US LEC back to the date of the Access Terminal installation.

2.8.4 Dark Fiber Loop.

2.8.4.1 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 US LEC to utilize Dark Fiber Loops.

2.8.4.2 Transition for Dark Fiber Loop

2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Embedded Base Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for US LEC as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for US LEC at the terms and conditions set forth in this Attachment.

2.8.4.4 Notwithstanding the Effective Date of this Agreement, the rates for US LEC's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.4.5 The Transition Period shall apply only to US LEC's Embedded Base and US LEC shall not add new Dark Fiber Loops pursuant to this Agreement.

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

2.8.4.7 No later than June 10, 2006 US LEC 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.

2.8.4.7.1 If US LEC fails to submit the spreadsheet(s) specified in Section 2.8.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify US LEC'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 2.8.4.7.1 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.

2.8.4.7.2 For Embedded Base circuits converted pursuant to Section 2.8.4.7 or transitioned pursuant to 2.8.4.7.1, 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 US LEC LMU information with respect to Loops that are required to be unbundled under this Agreement so that US LEC can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment US LEC intends to install and the services US LEC wishes to provide. LMU is a preordering transaction, distinct from US LEC 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 US LEC 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 US LEC as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.9.1.5 US LEC 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 US LEC 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 (e.g., 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 US LEC's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by US LEC or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. US LEC is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify US LEC, according to the applicable network disclosure requirements. It will be US LEC's

responsibility to move any service it may provide over such facilities to alternative facilities. If US LEC fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 US LEC 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 US LEC needs further Loop information in order to determine Loop service capability, US LEC may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.9.2 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, US LEC may reserve up to ten (10) Loop facilities. For a Manual LMUSI, US LEC may reserve up to three (3) Loop facilities.

2.9.3.2 US LEC 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 US LEC. During and prior to US LEC placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If US LEC 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.

2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. US LEC will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, US LEC does not reserve facilities upon an initial LMUSI, US LEC'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.

2.9.3.5 Where US LEC has reserved multiple Loop facilities on a single reservation, US LEC may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to US LEC, subject to availability, a

facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by US LEC.

2.9.3.6 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event US LEC provides its own switching or obtains switching from a third party, US LEC may engage in line splitting arrangements with another CLEC using a splitter, provided by US LEC, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Provisioning Line Splitting and Splitter Space

3.3.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When US LEC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

3.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.4 CLEC Provided Splitter – Line Splitting

3.4.1 To order High Frequency Spectrum on a particular Loop, US LEC must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.4.2 US LEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

3.4.3 US LEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. US LEC 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.

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

3.5 Maintenance – Line Splitting.

3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.5.2 If US LEC is purchasing line splitting and it is not the data provider, US LEC 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 reasonably arising or resulting from the actions taken by the data provider.

4 Unbundled Network Element Combinations

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

4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement 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 Network Elements or to interconnect with BellSouth's network.

4.1.2 To the extent US LEC requests a Combination for which BellSouth 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.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A 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 shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring 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 shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of US LEC.

4.3 Enhanced Extended Links (EELs)

4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide US LEC with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport, at the DS1 and/or DS3, level as described in 47 C.F.R. § 51.318(b).

4.3.3 By placing an order for a high-capacity EEL, US LEC 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 US LEC's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. US LEC, through submission of an LSR, self-certifies that for each high-capacity EEL ordered all of the following service eligibility criteria are met:

4.3.4.1.1 US LEC has received state certification to provide local voice service in the area being served;

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

4.3.4.2.1 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;

4.3.4.2.2 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;

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

4.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which US LEC will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, US LEC will have at least one (1) active DS1 local service interconnection trunk over which US LEC will transmit the calling party's number in connection with calls exchanged over the trunk; and

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

4.3.4.3 BellSouth may, upon thirty (30) days written notice, on an annual basis, conduct a limited audit of US LEC's records in order to verify compliance with the High-Capacity EEL service eligibility criteria. The audit shall be conducted by a third party independent auditor ("Auditor"), hired and paid for by BellSouth except as otherwise noted in Section 5.2.7.2 below, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA).

4.3.4.4 The Auditor must perform its evaluation in accordance with the standards established by the AICPA, which will require the Auditor to perform an "examination engagement" and issue an opinion regarding US LEC's compliance with the qualifying service eligibility criteria. The concept of materiality will govern this audit and the Auditor's report will conclude whether US LEC complied in all material respects with the applicable service eligibility criteria, as such standards are established in AICPA Attestation Standards Sections 6.36 and

6.64 and other applicable sections.

4.3.4.4.1 To the extent the Auditor concludes that US LEC failed to comply with the service eligibility criteria for an audited circuit, US LEC must true-up any difference in payments, convert each noncompliant circuits to the appropriate service, and make the correct payments going forward.

4.3.4.4.2 To the extent the Auditor's report concludes that US LEC failed to comply in all material respects with the service eligibility criteria, US LEC must reimburse BellSouth for the cost of the Auditor.

4.3.4.4.3 To the extent the Auditor's report concludes that US LEC complied in all material respects with the service eligibility criteria, BellSouth will reimburse US LEC for its costs associated with the audit.

4.3.4.4.4 These audit rights are in addition to the Parties' audit rights contained elsewhere in this Agreement.

4.3.4.5 In the event US LEC converts special access services to UNEs, US LEC shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

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 US LEC. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to US LEC. 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 US LEC unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.1.1 BellSouth shall provide US LEC non-discriminatory access to unbundled DS1 Dedicated Transport on any Route connecting a pair of wire centers where neither wire centers at the end points of the Route contains 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators. In other words, BellSouth shall not be required to provide such unbundled DS1 Dedicated Transport if both of the wire centers defining the US LEC requested Route are Tier 1 Wire centers as identified on the wire center list on the BellSouth web site.

5.1.2 A "Route" is defined as a transmission path between one (1) 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 (1) 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.

5.2 Transition for DS1 and DS3 Dedicated Transport

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 US LEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 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 US LEC 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 US LEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 5.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Dedicated Transport.

5.2.5 For purposes of this Section 5.2, a Business Line 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 US LEC's Embedded Base during the Transition Period:

5.2.6.1 DS1 Dedicated Transport where both BellSouth 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 BellSouth 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 US LEC shall not place any new orders for DS1 and DS3 Dedicated Transport and/or Excess DS1 and DS3 Dedicated Transport, as applicable, in Non-impaired Wire Centers as set forth on BellSouth's Interconnection Web site and may be amended anytime by BellSouth without an amendment to this Agreement, subject

to the provisions of Sections 5.2.6.13.1, 5.2.6.13.4 and 5.2.6.13.9. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C to this Attachment.

5.2.6.3.1 For DS1 and DS3 Dedicated Transport and Excess DS1 and DS3 Dedicated Transport in Non-impaired Wire Centers and Entrance Facilities that were ordered after March 10, 2005, US LEC shall place orders to disconnect or convert such circuits to an equivalent wholesale service or group of wholesale services within thirty (30) days of the execution of this Amendment. A true-up will be conducted for such circuits and US LEC shall pay: 1) the difference between the Network Element or Combinations recurring rate paid by US LEC and the rate US LEC would have paid had such circuit been ordered and provisioned as a wholesale service or group of wholesale services from June 1, 2005, or the date of installation, whichever is later, and the date the service is converted to a wholesale service or group of wholesale services; 2) the nonrecurring switch-as-is rate; and, 3) the difference between the Network Element or Combination nonrecurring rate paid by US LEC and the appropriate wholesale or group of wholesale services nonrecurring rate that would have applied had the circuit been ordered and provisioned as a wholesale service or group of wholesale services.

5.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <US LEC's Embedded Base Entrance Facilities and only during the Transition Period.

5.2.6.5 For the Embedded Base of Transport, Excess DS1 and DS3 Dedicated Transport, and Entrance Facilities, US LEC will pay BellSouth 115% of the Network Element or Combinations recurring rate set forth in Exhibits A or B as of June 15, 2004, from March 11, 2005, to March 10, 2006, or until the circuit is terminated, whichever is earlier. Additionally, US LEC shall pay BellSouth 115% of the Network Element or Combinations recurring rate set forth in Exhibits A or B as of June 15, 2004, from March 11, 2006, until such circuit is converted to a wholesale service or group of wholesale services by BellSouth.

5.2.6.6 The Transition Period shall apply only to (1) US LEC's Embedded Base and Embedded Base Entrance Facilities; and (2) US LEC's Excess DS1 and DS3 Dedicated Transport. US LEC shall not add new Entrance Facilities pursuant to this Agreement. Further, US LEC shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement, except 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 or 5.2.6.2, 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 5.2.6.1 or 5.2.6.2, no future DS3 Dedicated Transport will be required in that wire center.

5.2.6.9 Within thirty (30) days of a request by BellSouth, US LEC will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D, of the Embedded Base of Transport, Excess DS1 and DS3 Dedicated Transport, and Entrance Facilities that are located in the Non-impaired Wire Centers as set forth on BellSouth's Interconnection Web site at www.interconnection.bellsouth.com (Non-impaired Wire Centers) and Embedded Base Entrance Facilities. This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected. In the event that after BellSouth's review of the spreadsheet, modifications or corrections are needed to the spreadsheet, US LEC shall have ten (10) days to make corrections or modifications to the spreadsheet. If US LEC fails to make the necessary corrections or modification for the applicable circuits, BellSouth may proceed to identify and transition the circuits pursuant to Section 5.2.6.11.

5.2.6.10 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than March 11, 2006. Such Conversions shall be pursuant to Section 1.6. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable recurring tariff rates, terms and conditions, including applicable performance measurements, shall apply. Beginning March 11, 2006, and until such circuit is Converted to a wholesale service or group of wholesale services, such circuits will not be subject to the Performance Measurements provisions of the Interconnection Agreement and shall not be eligible for SEEMs payments after March 11, 2006. In the event a Commission or the FCC determines that during the timeframe specified above such services are subject to any penalty payment, remedy or service level measurement, then US LEC shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy paid by BellSouth to US LEC or to the Commission attributable on a proportional basis to the Embedded Base Circuits and Excess DS1 and DS3 Dedicated Transport, and Entrance Facilities not converted at the time of the payment.

5.2.6.11 If US LEC fails to submit the spreadsheet(s) as requested by BellSouth, BellSouth will identify US LEC's remaining Embedded Base, Excess DS1 and DS3 Dedicated Transport, and Entrance Facilities if any, and may begin transition of such circuits immediately to the equivalent wholesale 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, upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

5.2.6.12 Where US LEC is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.6, US LEC must disconnect or rearrange such circuit to be in compliance with the Interconnection Agreement and such rearrangements or disconnections shall be completed by US LEC before March 11, 2006.

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

5.2.6.13.1 BellSouth may seek to designate additional wire centers as "non-impaired" pursuant to the criteria set forth in 47 C.F.R. 51.319 based upon either (1) an increase in the business line count or (2) an increase in the number of fiber based collocators ("FBCs") for such wire centers. For non-impairment designations based upon the business line count, BellSouth shall, no later than June 30 of each year, file with the Commission the proposed list of such additional "non-impaired" wire centers. For non-impairment designations based upon an increase in the number of FBCs, BellSouth has the option of filing with the Commission, at any time during the year, the proposed list of such additional "non-impaired" wire centers. The list of additional "non-impaired" wire centers as designated by BellSouth shall reflect the number of business lines, as of December 31 of the previous year based upon its ARMIS 43 08 data filed with the FCC and/or shall reflect the current number of FBCs in each wire center, as applicable, and to the extent BellSouth relies upon such information to make its designation. In no event shall BellSouth make more than two such non-impairment designation filings per state in a given calendar year for non-impairment designations.

5.2.6.13.2 To the extent BellSouth identifies additional wire centers as non-impaired, based upon an increase in the number of FBCs, BellSouth shall identify the FBCs upon which it has relied, and shall obtain from each collocator, prior to filing, a written affirmation that it qualifies as a FBC. CLEC shall, within 20 days of a request by BellSouth, affirm or deny that it constitutes a fiber-based collocator, as defined in 47 C.F.R. 51.5. In the event that CLEC is listed as a FBC and denies such status, CLEC shall provide BellSouth with all information and documentation reasonably necessary to support such position at the same time that CLEC makes such assertion.

5.2.6.13.3 In any such filing designating additional wire centers as "non-impaired," BellSouth shall, to the extent applicable, file the following documentation demonstrating that each additional wire center meets the relevant TRRO criteria. BellSouth agrees to make such documentation available to US LEC under the terms of a Commission protective order. Provided, however, to the extent a Commission requires different information to be provided in support of BellSouth's designation of an additional wire center as non-impaired, the Parties will work cooperatively to utilize such new Commission requirements, and amend this Agreement accordingly, if necessary.

a. The CLLI of the wire center.

b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

c. The number of UNE-P or equivalent lines used to serve business customers (UNE-P lines serving residential customers shall not be counted as business lines in BellSouth's analysis).

d. The number of DS0 (non-high capacity) UNE-L lines in service.

e. The number of DS1 UNE-L lines in service (DS0 equivalent line count).

f. The number of DS1 UNE EELs (DS0 equivalent line count).

g. The number of DS3 UNE-L lines in service (DS0 equivalent line count).

h. The number of DS3 EELs (DS0 equivalent line count).

i. A completed worksheet that shows, in detail, any conversion of digital access lines to voice grade equivalents and any resulting adjustments.

j. The names of any carriers relied upon as a FBC, and the wire center in which each was relied upon.

5.2.6.13.4 US LEC shall have thirty (30) days from the date of BellSouth's non-impairment designation filing to file a challenge with the Commission to any such additional non-impaired wire center designated by BellSouth. Any such challenge must be specific, supported by evidence or verified statement refuting the data supplied by BellSouth and sufficient for the Commission to render a final determination.

5.2.6.13.5 Changes to the wire center designations shall become effective sixty (60) days following such filing by BellSouth with the Commission or the date such designations are approved by the Commission, whichever is earlier. The additional Non-impaired Wire Centers shall be considered "Subsequent Wire Centers." As of such effective date, BellSouth shall not be required to provide, and US LEC shall not add, new DS1 or DS3 Dedicated Transport circuits, Excess DS1 and DS3 Dedicated Transport, as applicable, in Subsequent Wire Centers.

5.2.6.13.6 For purposes of this section, Subsequent Embedded Base shall mean those DS1 and/or DS3 Dedicated Transport, as applicable, that were in service for US LEC or for which US LEC had orders pending in a Subsequent Wire Center on the effective date of the non-impairment designation and shall include any DS3 Dedicated Transport circuits in

excess of the caps set forth in this Agreement in such Subsequent Wire Centers. Disconnects or loss of End Users shall be removed from the Subsequent Embedded base.

5.2.6.13.7 Within thirty (30) days of the non-impairment designation effective date as set forth in Section 5.2.6.9, CLEC shall identify its Subsequent Embedded Base via a spreadsheet, as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D. Such spreadsheet shall identify the Subsequent Embedded Base to be disconnected or converted to other BellSouth services. CLEC shall have thirty (30) days from submission of such spreadsheet to make modifications or corrections to the spreadsheet. BellSouth will begin Conversion of such circuits no earlier than the sixtieth (60^{TH}) day following the non-impairment designation effective date. Such Conversions shall be pursuant to Section 1.6. Recurring tariff rates, terms and conditions shall apply upon Conversion of the circuits to wholesale services. CLEC shall pay the UNE rate set forth in this Agreement until such time as BellSouth Converts the circuit.

5.2.6.13.8 In the event US LEC fails to submit the spreadsheet(s) described above as requested by BellSouth, BellSouth will identify US LEC's remaining Subsequent Embedded Base, if any, and may begin transition of such circuits immediately to the equivalent wholesale 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 upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

5.2.6.13.9 In the event that (1) BellSouth designates a wire center as non-impaired, either initially or as a Subsequent Wire Center, (2) as a result of such designation, US LEC Converts existing Network Elements or Combinations to other services or orders new services as services other than Network Elements or Combinations, (3) US LEC otherwise would have been entitled to Network Elements or Combinations in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of US LEC, no later than sixty (60) days after BellSouth acknowledges or the State or Federal Regulatory body issues an Order making such a finding, BellSouth shall transition to Network Elements or Combinations any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall credit US LEC the difference between the rate paid by US LEC for such services and the applicable Network Element or Combinations rate, including but not limited to any charges associated with the resulting conversion from Network Element or Combinations to other wholesale services or group of wholesale services for the

period prior to such circuit being transitioned to a Network Element or Combination. Such credit shall be calculated from June 1, 2005, for a Non-impaired Wire Center meeting the criteria set forth in this Section. For a Subsequent Wire Center, the credit shall be calculated from the date of the Conversion of the Network Element or Combination to the other services or if a new service was ordered instead of a Network Element or Combination, the date such new service was provisioned by BellSouth. There shall be no additional charge for such transition to Network Elements or Combination services. US LEC shall only be responsible for such charges as would have applied if said Wire Center had not been designated as non-impaired.

5.3 BellSouth shall:

5.3.1 Provide US LEC exclusive use of Dedicated Transport to a particular customer or carrier;

5.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.3.3 Permit, to the extent technically feasible, US LEC to connect Dedicated Transport to equipment designated by US LEC, including but not limited to, US LEC's collocated facilities; and

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

5.4 BellSouth shall offer Dedicated Transport:

5.4.1 As capacity on a shared facility; and

5.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to US LEC.

5.5 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.

5.6 US LEC shall be entitled to obtain up to ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no Section 251(c)(3) unbundling obligations for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicarted Transport. On a Route where unbundled DS3 Dedicated Transport is available pursuant to Section 251(c)(3), no cap applies to the number of unbundled DS1 Dedicated Transport circuits US LEC can obtain on each Route.

5.7 Technical Requirements

5.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. 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.

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

5.7.2.1 DS0 Equivalent;

5.7.2.2 DS1;

5.7.2.3 DS3; and

5.7.2.4 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.

5.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. US LEC shall specify the termination points for Dedicated Transport.

5.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

5.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

5.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.8 Unbundled Channelization (Multiplexing)

5.8.1 To the extent US LEC 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) Network Elements 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, US LEC may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via 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.

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

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

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

5.8.2.3 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.

5.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, US LEC's channelization equipment must adhere strictly to form and protocol standards. US LEC 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.

5.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.9.2 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.9.1 BellSouth shall make available Dark Fiber Transport as defined in this Section.

5.9.2 Transition for embedded Base Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.9.2.1 For purposes of this Section 5.9, 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.

5.9.2.2 For purposes of this Section 5.9, Embedded Base means Dark Fiber Transport that was in service for US LEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.9.2.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.9.2.3 For purposes of this Section 5.9, a Business Line is as defined in 47 C.F.R. § 51.5.

5.9.2.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.9 only for US LEC's Embedded Base during the Transition Period:

5.9.2.4.1 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.

5.9.2.5 US LEC shall not place any new orders for Dark Fiber Transport in Non-impaired Wire Centers as set forth on BellSouth's Interconnection Web site and may be amended anytime by BellSouth without an amendment to this Agreement, subject to the provisions of Sections 5.9.2.12.1, 5.9.2.12.4 and 5.9.2.12.9. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C to this Attachment.

5.9.2.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for US LEC's Embedded Base of Dark Fiber Transport as described in Section 5.9.1.1 shall be as set forth in Exhibit B and the rates for US LEC's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 5.9.1 shall be as set forth in Exhibit A.

5.9.2.7 The Transition Period shall apply only to US LEC's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. US LEC shall not add new Dark Fiber Transport as described in this Section 5.9 except as set forth in Section 5.9.2.12 below. Further, US LEC shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

5.9.2.8 Once a wire center exceeds either of the thresholds set forth in this Section 5.9.1.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.

5.9.2.9 Within thirty (30) days of a request by BellSouth, US LEC will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D, of the Dark Fiber Transport and Dark Fiber Entrance Facilities that are located in the Non-impaired Wire Centers as set forth on BellSouth's website at www.interconnection.bellsouth.com (Non-impaired Wire Centers). This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected. In the event that after BellSouth's review of the spreadsheet, modifications or corrections are needed to the spreadsheet, US LEC shall have ten (10) days to make corrections or modifications to the spreadsheet. If US LEC fails to make the necessary corrections or modification for the applicable circuits, BellSouth may proceed to identify and transition the circuits pursuant to Section 5.9.2.11.

5.9.2.10 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than March 11, 2006. Such Conversions shall be pursuant to Section 1.6. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable recurring tariff rates, terms and conditions, including applicable performance measurements, shall apply. Beginning March 11, 2006, and until such circuit is Converted to a wholesale service or group of wholesale services, such

circuits will not be subject to the Performance Measurements provisions of the Interconnection Agreement and shall not be eligible for SEEMs payments after March 11, 2006. In the event a Commission or the FCC determines that during the timeframe specified above such services are subject to any penalty payment, remedy or service level measurement, then US LEC shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy paid by BellSouth to US LEC or to the Commission attributable on a proportional basis to the Embedded Base Circuits, Dark Fiber Transport and Dark Fiber Entrance Facilities not converted at the time of the payment.

5.9.2.10 If US LEC fails to submit the spreadsheet(s) as requested by BellSouth, BellSouth will identify US LEC's remaining Embedded Base, Dark Fiber Transport and Dark Fiber Entrance Facilities if any, and may begin transition of such circuits immediately to the equivalent wholesale 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, upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

5.9.2.11 Where US LEC is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.6, US LEC must disconnect or rearrange such circuit to be in compliance with the Interconnection Agreement and such rearrangements or disconnections shall be completed by US LEC before March 11, 2006.

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

5.9.2.12.1 BellSouth may seek to designate additional wire centers as "non-impaired" pursuant to the criteria set forth in 47 C.F.R. 51.319 based upon either (1) an increase in the business line count or (2) an increase in the number of fiber based collocators ("FBCs") for such wire centers. For non-impairment designations based upon the business line count, BellSouth shall, no later than June 30 of each year, file with the Commission the proposed list of such additional "non-impaired" wire centers. For non-impairment designations based upon an increase in the number of FBCs, BellSouth has the option of filing with the Commission, at any time during the year, the proposed list of such additional "non-impaired" wire centers. The list of additional "non-impaired" wire centers as designated by BellSouth shall reflect the number of business lines, as of December 31 of the previous year based upon its ARMIS 43 08 data filed with the FCC and/or shall reflect the current number of FBCs in each wire center, as applicable, and to the extent BellSouth relies upon such information to make its designation. In no event shall BellSouth make more than two such non-impairment designation filings per state in a given calendar year for non-impairment designations.

5.2.6.12.2 To the extent BellSouth identifies additional wire centers as non-impaired, based upon an increase in the number of FBCs, BellSouth shall identify the FBCs upon which it has relied, and shall obtain from each collocator, prior to filing, a written affirmation that it qualifies as a FBC. CLEC shall, within 20 days of a request by BellSouth, affirm or deny that it constitutes a fiber-based collocator, as defined in 47 C.F.R. 51.5. In the event that CLEC is listed as a FBC and denies such status, CLEC shall provide BellSouth with all information and documentation reasonably necessary to support such position at the same time that CLEC makes such assertion.

5.2.6.12.3 In any such filing designating additional wire centers as "non-impaired," BellSouth shall, to the extent applicable, file the following documentation demonstrating that each additional wire center meets the relevant TRRO criteria. BellSouth agrees to make such documentation available to US LEC under the terms of a Commission protective order. Provided, however, to the extent a Commission requires different information to be provided in support of BellSouth's designation of an additional wire center as non-impaired, the Parties will work cooperatively to utilize such new Commission requirements, and amend this Agreement accordingly, if necessary.

a. The CLLI of the wire center.

b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

c. The number of UNE-P or equivalent lines used to serve business customers (UNE-P lines serving residential customers shall not be counted as business lines in BellSouth's analysis).

d. The number of DS0 (non-high capacity) UNE-L lines in service.

e. The number of DS1 UNE-L lines in service (DS0 equivalent line count).

f. The number of DS1 UNE EELs (DS0 equivalent line count).

g. The number of DS3 UNE-L lines in service (DS0 equivalent line count).

h. The number of DS3 EELs (DS0 equivalent line count).

i. A completed worksheet that shows, in detail, any conversion of digital access lines to voice grade equivalents and any resulting adjustments.

j. The names of any carriers relied upon as a FBC, and the wire center in which each was relied upon.

5.2.6.12.4 US LEC shall have thirty (30) days from the date of BellSouth's non-impairment designation filing to file a challenge with the Commission to any such additional non-impaired wire center designated by BellSouth. Any such challenge must be specific, supported by evidence or verified statement refuting the data supplied by BellSouth and sufficient for the Commission to render a final determination.

5.2.6.12.5 Changes to the wire center designations shall become effective sixty (60) days following such filing by BellSouth with the Commission or the date such designations are approved by the Commission, whichever is earlier. The additional Non-impaired Wire Centers shall be considered "Subsequent Wire Centers." As of such effective date, BellSouth shall not be required to provide, and US LEC shall not add, new Dark Fiber Transport circuits in Subsequent Wire Centers.

5.2.6.12.6 For purposes of this section, Subsequent Embedded Base shall mean those Dark Fiber Transport circuits that were in service for US LEC or for which US LEC had orders pending in a Subsequent Wire Center on the effective date of the non-impairment designation. Disconnects or loss of End Users shall be removed from the Subsequent Embedded base.

5.2.6.12.7 Within thirty (30) days of the non-impairment designation effective date as set forth in Section 5.9.2.9, CLEC shall identify its Subsequent Embedded Base via a spreadsheet, as set forth on BellSouth's Interconnection Web site and attached hereto as Exhibit D. Such spreadsheet shall identify the Subsequent Embedded Base to be disconnected or converted to other BellSouth services. CLEC shall have thirty (30) days from submission of such spreadsheet to make modifications or corrections to the spreadsheet. BellSouth will begin Conversion of such circuits no earlier than the sixtieth (60^{TH}) day following the non-impairment designation effective date. Such Conversions shall be pursuant to Section 1.6. Recurring tariff rates, terms and conditions shall apply upon Conversion of the circuits to wholesale services. CLEC shall pay the UNE rate set forth in this Agreement until such time as BellSouth Converts the circuit.

5.8.6.12.8 In the event US LEC fails to submit the spreadsheet(s) described above as requested by BellSouth, BellSouth will identify US LEC's remaining Subsequent Embedded Base, if any, and may begin transition of such circuits immediately to the equivalent wholesale 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 upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned.

5.8.6.12.9 In the event that (1) BellSouth designates a wire center as non-impaired, either initially or as a Subsequent Wire Center, (2) as a result of such designation, US LEC Converts existing Network Elements or Combinations to other services or orders new services as services other than Network Elements or Combinations, (3) US LEC otherwise would have been entitled to Network Elements or Combinations in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal regulatory body with authority determines, that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of US LEC, no later than sixty (60) days after BellSouth acknowledges or the State or Federal Regulatory body issues an Order making such a finding, BellSouth shall transition to Network Elements or Combinations any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall credit US LEC the difference between the rate paid by US LEC for such services and the applicable Network Element or Combinations rate, including but not limited to any charges associated with the resulting conversion from Network Element or Combinations to other wholesale services or group of wholesale services for the period prior to such circuit being transitioned to a Network Element or Combination. Such credit shall be calculated from June 1, 2005, for a Non-impaired Wire Center meeting the criteria set forth in this Section. For a Subsequent Wire Center, the credit shall be calculated from the date of the Conversion of the Network Element or Combination to the other services or if a new service was ordered instead of a Network Element or Combination, the date such new service was provisioned by BellSouth. There shall be no additional charge for such transition to Network Elements or Combination services. US LEC shall only be responsible for such charges as would have applied if said Wire Center had not been designated as non-impaired.

5.10 Rearrangements

5.10.1 A request to move a working US LEC CFA to another US LEC 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 set forth in Exhibit A.

5.10.2 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.

5.10.3 Upon request of US LEC, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 5.10.1 and 5.10.2 above and US LEC may request OC-TS for such orders.

5.10.4 BellSouth shall accept a Letter of Authorization (LOA) between US LEC and another carrier that will allow US LEC 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 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

6.1.1 BellSouth shall provide US LEC with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 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. US LEC will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1.

6.2 Technical Requirements

6.2.1 BellSouth's 911 database vendor shall provide US LEC the capability of providing updates to the ALI/DMS database through a specified electronic interface. US LEC shall contact BellSouth's 911 database vendor directly to request interface. US LEC shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of US LEC and BellSouth shall not be liable for the transactions between US LEC and BellSouth's 911 database vendor.

6.2.2 It is US LEC's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

6.2.3 US LEC shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at http://www.interconnection.bellsouth.com/guides.

6.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to US LEC, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for US LEC to assume responsibility for such records.

6.2.4.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to US LEC that

reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. US LEC shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to US LEC within two (2) months following the date of the Stranded Unlock report provided by BellSouth. US LEC shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of US LEC's records.

7 OSS

7.1 BellSouth has developed and made available electronic interfaces by which US LEC may submit LSRs electronically.

7.2 LSRs submitted by means of one of these electronic interfaces will incur an electronic service order charge. LSRs submitted by means other than one of these interactive interfaces (e.g., mail, fax, courier, etc.) will incur a manual order service charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Electronic and manual service order charges are specified in Exhibit A.

7.3 BellSouth will bill the electronic or manual service order charge for Network Elements as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

7.4 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change, or cancel a previously submitted LSR.

7.5 Denial/Restoral OSS Charge. BellSouth reserves the right to bill electronic or manual service order charges for each account as applicable. In the event US LEC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

7.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www interconnection bellsouth com/become_a_clec/html/interconnection htm															
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3 50	0 00	3 50	0 00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15 75	0 00	1 97	0 00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE The Expedite charge will be maintained commensurate with BellSouth's FCC No 1 Tariff, Section 5 as applicable															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200 00									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12 03	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16 87	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25 68	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43 85	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12 03	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16 87	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25 68	37 92	17 55	23 48	5 25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEASL	43 85	37 92	17 55	23 48	5 25						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8 33	0 83								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34 36	34 36								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19 97	19 97								
	CLEC to CLEC Conversion Charge Without Outside Dispatch			UEANL	UREWO		15 75	8 92								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E I)			UEANL	UEANM		13 51	13 51								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8 20	8 20								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18 19	18 19								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11 01	36 53	16 16	22 66	4 42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11 51	36 53	16 16	22 66	4 42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	11 57	36 53	16 16	22 66	4 42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4		4	UEQ	UEQ2X	13 10	36 53	16 16	22 66	4 42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8 33	0 83								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8 20	8 20								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E I)			UEQ	UEQMU		13 51	13 51								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34 36	34 36								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19 97	19 97								
	CLEC to CLEC Conversion Charge Without Outside Dispatch			UEQ	UREWO		14 24	7 42								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12 03	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12 03	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16 87	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16 87	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25 68	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25 68	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43 85	37 92	17 55	23 48	5 25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43 85	37 92	17 55	23 48	5 25						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13 89	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18 75	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27 55	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45 72	105 96	68 28	52 82	10 37						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18 19									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13 89	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling Zone 2		2	UEA	UEAR2	18 75	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27 55	105 96	68 28	52 82	10 37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45 72	105 96	68 28	52 82	10 37						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18 19									

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87 56	36 29								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11 19	1 10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27 47	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38 26	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50 03	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50 03	132 27	94 59	60 68	14 64						
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87 56	36 29								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21 01	117 61	79 92	52 82	10 37						
	2 Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27 59	117 61	79 92	52 82	10 37						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37 34	117 61	79 92	52 82	10 37						
	2 Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59 18	117 61	79 92	52 82	10 37						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91 46	44 07								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11 11	121 27	70 81	50 38	7 93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11 47	121 27	70 81	50 38	7 93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11 74	121 27	70 81	50 38	7 93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12 69	121 27	70 81	50 38	7 93						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18 19									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11 11	96 15	58 03	50 38	7 93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11 47	96 15	58 03	50 38	7 93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	11 74	96 15	58 03	50 38	7 93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 4		4	UAL	UAL2W	12 69	96 15	58 03	50 38	7 93						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86 04	40 33								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8 75	129 98	79 52	50 38	7 93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9 22	129 98	79 52	50 38	7 93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9 87	129 98	79 52	50 38	7 93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10 46	129 98	79 52	50 38	7 93						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18 19									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8 75	104 86	66 74	50 38	7 93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9 22	104 86	66 74	50 38	7 93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9 87	104 86	66 74	50 38	7 93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10 46	104 86	66 74	50 38	7 93						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85 98	40 33								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13 78	158 74	108 28	56 72	10 68						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13 43	158 74	108 28	56 72	10 68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15 59	158 74	108 28	56 72	10 68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14 46	158 74	108 28	56 72	10 68						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18 19									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13 78	133 62	95 50	56 72	10 68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13 43	133 62	95 50	56 72	10 68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15 59	133 62	95 50	56 72	10 68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14 46	133 62	95 50	56 72	10 68						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		85 98	40 33								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79 08	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129 38	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206 74	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458 46	253 93	158 45	46 10	12 07						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		100 90	42 96								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19 2 Kbps		1	UDL	UDL19	27 44	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital 19 2 Kbps		2	UDL	UDL19	34 55	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital 19 2 Kbps		3	UDL	UDL19	40 76	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital 19 2 Kbps		4	UDL	UDL19	32 25	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27 44	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34 55	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40 76	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32 25	126 53	88 85	60 68	14 64						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18 19									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27 44	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34 55	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40 76	126 53	88 85	60 68	14 64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32 25	126 53	88 85	60 68	14 64						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18 19									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		101 94	49 66								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11 11	120 34	69 87	50 38	7 93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11 47	120 34	69 87	50 38	7 93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11 74	120 34	69 87	50 38	7 93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12 69	120 34	69 87	50 38	7 93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8 20	8 20								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11 11	95 21	57 09	50 38	7 93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11 47	95 21	57 09	50 38	7 93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11 74	95 21	57 09	50 38	7 93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12 69	95 21	57 09	50 38	7 93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8 20	8 20								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95 21	42 40								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17 30	144 68	94 22	56 72	10 68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18 84	144 68	94 22	56 72	10 68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21 33	144 68	94 22	56 72	10 68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21 33	144 68	94 22	56 72	10 68						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8 20	8 20								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17 30	119 56	81 44	56 72	10 68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18 84	119 56	81 44	56 72	10 68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21 33	119 56	81 44	56 72	10 68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21 33	119 56	81 44	56 72	10 68						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8 20	8 20								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		95 21	42 40								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32 57	32 57								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32 57	32 57								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32 59	32 59								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		259 69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22 77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		178 47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		56 39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	7 15	66 18	31 14	45 36	6 71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9 51	66 18	31 14	45 36	6 71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	12 45	66 18	31 14	45 36	6 71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18 26	66 18	31 14	45 36	6 71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8 20	8 20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7 30	79 49	44 45	51 27	9 35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13 92	79 49	44 45	51 27	9 35						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16 73	79 49	44 45	51 27	9 35						
	Sub-Loop Distnbution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16 73	79 49	44 45	51 27	9 35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8 20	8 20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2 29	53 32	18 28	45 36	6 71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8 20	8 20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4 40	59 60	24 55	51 27	9 35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8 20	8 20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34 36	34 36								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19 97	19 97								
	2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 1	I	1	UEF	UCS2X	6 06	66 18	31 14	45 36	6 71						
	2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 2	I	2	UEF	UCS2X	7 09	66 18	31 14	45 36	6 71						
	2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 3	I	3	UEF	UCS2X	8 16	66 18	31 14	45 36	6 71						
	2 Wire Copper Unbundled Sub Loop Distnbution - Zone 4		4	UEF	UCS2X	9 90	66 18	31 14	45 36	6 71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8 20	8 20								
	4 Wire Copper Unbundled Sub-Loop Distnbution - Zone 1	I	1	UEF	UCS4X	5 10	79 49	44 45	51 27	9 35						
	4 Wire Copper Unbundled Sub-Loop Distnbution - Zone 2	I	2	UEF	UCS4X	9 11	79 49	44 45	51 27	9 35						
	4 Wire Copper Unbundled Sub-Loop Distnbution - Zone 3	I	3	UEF	UCS4X	14 00	79 49	44 45	51 27	9 35						
	4 Wire Copper Unbundled Sub-Loop Distnbution - Zone 4		4	UEF	UCS4X	14 00	79 49	44 45	51 27	9 35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8 20	8 20								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34 36	34 36								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19 97	19 97								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0 3366	30 55									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43 84	28 90								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		65 30	50 36								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5 94	5 94								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5 94	5 94								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0 00	0 00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0 00	0 00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0 00	0 00									
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,USL	UNECN	0 00	0 00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0 00	0 00									
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0 00	0 00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0 00	0 00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0 00	0 00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11 20										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	326 15	522 2495	305 2905	141 7145	99 1185						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11 20										

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	338 55	522 2495	305 2905	141 7145	99 1185						
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		24 12	24 12								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		25 58	25 58								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0 6652	0 6652								
LINE SPLITTING																
	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	18 62	10 66	10 04	4 93						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0 61	18 62	10 66	10 04	4 93						
MAINTENANCE OF SERVICE																
	NOTE The Expedite charge will be maintained commensurate with BellSouth's FCC No 1 Tariff, Section 13 3 1 as applicable															
	No Trouble Found - per 1/2 hour increments - Basic						80 00	55 00								
	No Trouble Found - per 1/2 hour increments - Overtime						90 00	65 00								
	No Trouble Found - per 1/2 hour increments - Premium						100 00	75 00								
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22 52	40 77	27 57	17 26	7 11						
	Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1L5XX	0 0098										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat - Facility Termination			U1TVX	U1TR2	22 52	40 77	27 57	17 26	7 11						
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0098										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19 79	40 77	27 57	17 26	7 11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0 0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15 68	40 78	27 57	17 26	7 11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0 0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15 68	40 78	27 57	17 26	7 11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	57 33	89 79	82 28	16 86	14 90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4 76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	641 90	280 37	163 70	62 08	60 29						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4 76										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	644 21	280 37	163 70	62 08	60 29						
	Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	17 15										
	Local Channel - Dedicated - 2 Wire Voice Grade Rev Bat			ULDVX	ULDR2	17 15										
	Local Channel Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	18 39										
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	42 35										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	41 39										

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	Local Channel - Dedicated - DS1 - Zone 3			3	ULDD1, UNC1X	ULDF1	254 87									
	Local Channel - Dedicated - DS1 - Zone 4			4	ULDD1, UNC1X	ULDF1	254 87									
	Local Channel - Dedicated - DS3 Per Mile per month				ULDD3, UNC3X	1L5NC	11 11									
	Local Channel - Dedicated - DS3 - Facility Termination				ULDD3, UNC3X	ULDF3	475 95									
	Local Channel - Dedicated - STS-1- Per Mile per month				ULDS1, UNCSX	1L5NC	11 11									
	Local Channel - Dedicated - STS-1 - Facility Termination				ULDS1, UNCSX	ULDFS	469 22									
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel				UDF, UDFCX	1L5DC	68 94									
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel				UDF, UDFCX	1L5DF	28 27									
	NRC Dark Fiber - Interoffice Channel				UDF, UDFCX	UDF14		642 79	138 67	326 97	203 85						
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				UDF, UDFCX	1L5DL	68 94									
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting				UEPSR UEPSB	VE1LS	0 0268	12 37	11 87	6 04	5 45						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting				UEPSR UEPSB	PE1LS	0 0288	12 37	11 87	6 04	5 45						
ENHANCED EXTENDED LINK (EELs)																
	NOTE The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements															
	NOTE The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1		UNCVX	UEAL2	13 89	105 96	68 28	52 82	10 37						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2		UNCVX	UEAL2	18 75	105 96	68 28	52 82	10 37						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3		UNCVX	UEAL2	27 55	105 96	68 28	52 82	10 37						
	2-Wire VG Loop (SL2) in Combination - Zone 4		4		UNCVX	UEAL2	45 72	105 96	68 28	52 82	10 37						
	Voice Grade COCI - Per Month				UNCVX	1D1VG	0 5737	6 62	4 74								
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1		UNCVX	UEAL4	27 47	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2		UNCVX	UEAL4	38 26	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3		UNCVX	UEAL4	50 03	132 27	94 59	60 68	14 64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4		UNCVX	UEAL4	50 03	132 27	94 59	60 68	14 64						
	Voice Grade COCI in combination - per month				UNCVX	1D1VG	0 5737	6 62	4 74								
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDX	UDL56	27 44	126 53	88 85	60 68	14 64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDX	UDL56	34 55	126 53	88 85	60 68	14 64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDX	UDL56	40 76	126 53	88 85	60 68	14 64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4		UNCDX	UDL56	32 25	126 53	88 85	60 68	14 64						
	OCU-DP COCI (data) per month (2 4-64kbs)				UNCDX	1D1DD	1 22	6 62	4 74								
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDX	UDL64	27 44	126 53	88 85	60 68	14 64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDX	UDL64	34 55	126 53	88 85	60 68	14 64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDX	UDL64	40 76	126 53	88 85	60 68	14 64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4		UNCDX	UDL64	32 25	126 53	88 85	60 68	14 64						
	OCU-DP COCI (data) - in combination - per month (2 4-64kbs)				UNCDX	1D1DD	1 22	6 62	4 74								
	2-WIRE ISDN LOOP FOR USE IN COMBINATION															
	2-Wire ISDN Loop in Combination - Zone 1		1		UNCNX	U1L2X	21 01	117 61	79 92	52 82	10 37						
	2-Wire ISDN Loop in Combination - Zone 2		2		UNCNX	U1L2X	27 59	117 61	79 92	52 82	10 37						
	2-Wire ISDN Loop in Combination - Zone 3		3		UNCNX	U1L2X	37 34	117 61	79 92	52 82	10 37						
	2-Wire ISDN Loop in Combination - Zone 4		4		UNCNX	U1L2X	59 18	117 61	79 92	52 82	10 37						
	2-wire ISDN COCI (BRITE) - in combination - per month				UNCNX	UC1CA	2 62	6 62	4 74								
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
	4-Wire DS1 Digital Loop in Combination Zone 1		1		UNC1X	USLXX	79 08	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2		UNC1X	USLXX	129 38	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3		UNC1X	USLXX	206 74	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop in Combination - Zone 4		4		UNC1X	USLXX	458 46	253 93	158 45	46 10	12 07						
	DS1 COCI in combination per month				UNC1X	UC1D1	2 62	6 62	4 74								

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0 00088										
	Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	20 32	40 77	27 57	17 26	7 11						
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0 00088										
	Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	17 86	40 77	27 57	17 26	7 11						
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1813										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	51 72	89 79	82 28	16 86	14 90						
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4 76										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	641 90	280 37	163 70	62 08	60 29						
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4 76										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	644 21	280 37	163 70	62 08	60 29						
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27 44	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	34 55	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	40 76	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	32 25	126 53	88 85	60 68	14 64						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0098										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	22 52	40 78	27 57	17 26	7 11						
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	27 44	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	34 55	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	40 76	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in Combination - Zone 4		4	UNCDX	UDL64	32 25	126 53	88 85	60 68	14 64						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0098										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	22 52	40 78	27 57	17 26	7 11						
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27 44	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	34 55	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	40 76	126 53	88 85	60 68	14 64						
	4-wire 56 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL56	32 25	126 53	88 85	60 68	14 64						
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0098										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	22 52	40 78	27 57	17 26	7 11						
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27 44	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	34 55	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	40 76	126 53	88 85	60 68	14 64						
	4-wire 64 kbps Local Loop in combination - Zone 4		4	UNCDX	UDL64	32 25	126 53	88 85	60 68	14 64						
	4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0098										

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone		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
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	22 52	40 78	27 57	17 26	7 11						
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79 08	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129 38	253 93	158 45	46 10	12 07						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206 74	253 93	158 45	46 10	12 07						
	4-wire DS1 Digital Lcoal Loop in Combination - Zone 4		4	UNC1X	USLXX	458 46	253 93	158 45	46 10	12 07						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 1813										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	51 72	89 79	82 28	16 86	14 90						
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12 88										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	375 0725	522 2495	305 2905	141 7145	99 1185						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4 76										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	641 90	280 37	163 70	62 08	60 29						
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	12 88										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389 3325	522 2495	305 2905	141 7145	99 1185						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4 76										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	644 21	280 37	163 70	62 08	60 29						
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX	UNCCC		5 63	5 63	7 20	7 20						
	Optional Features & Functions															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0 00	0 00	0 00	0 00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0 00	0 00	0 00	0 00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184 60	23 78	1 96	0 76						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218 72	7 66	0 7201	0 00						
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	102 85	91 57	62 94	10 87	10 10					-	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for a Local Loop			UDL	1D1DD	1 22	6 62	4 74								
	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 22	6 62	4 74								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2 62	6 62	4 74								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2 62	6 62	4 74								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0 5737	6 62	4 74								
	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 5737	6 62	4 74								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone		USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS3 to DS1 Channel System per month			UNC3X	MQ3	170 63	179 17	94 52	34 30	32 82						
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	170 63	179 17	94 52	34 30	32 82						
		DS1 COCI used with Loop per month			USL	UC1D1	12 96	6 62	4 74								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	12 96	6 62	4 74								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	12 96	6 62	4 74								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	12 96	6 62	4 74								
	COMMINGLING																
		Commingling Authorization			UE3, UDLSX, UNCDX, UNCSX, UNCVX, UNC1X, UNC3X, U1TD1, U1TD3, U1TDX, U1TS1, U1TUB, U1TVX	CMGAU	0 00	0 00	0 00	0 00	0 00						
	Note Rates displaying an "I" in Interim column are interim as a result of a Commission order																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states																
	NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth																
	NOTE (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3 50	0 00	3 50	0 00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE The Expedite charge will be maintained commensurate with BellSouth's FCC No 1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200 00	-	-						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8 33	0 83					20 35	10 54	13 32	13 32
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78 92	78 92					20 35	10 54	13 32	13 32
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23 33	23 33					20 35	10 54	13 32	13 32
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15 80	8 95					20 35	10 54	13 32	13 32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E I)			UEANL	UEANM		28 80	28 80								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36 52	36 52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34 29	34 29								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled Copper Loop - Non Designed - Zone 2		2	UEQ	UEQ2X	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8 33	0 83					20 35	10 54	13 32	13 32
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36 52	36 52								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E I)			UEQ	UEQMU		28 80	28 80					20 35	10 54	13 32	13 32
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		78 92	78 92					20 35	10 54	13 32	13 32
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23 33	23 33					20 35	10 54	13 32	13 32
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14 29	7 44					20 35	10 54	13 32	13 32
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16 56	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21 63	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28 28	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34 29									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16 56	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21 63	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28 28	75 06	48 20	28 70	17 64			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75 06	36 41					20 35	10 54	13 32	13 32
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11 23	1 10					20 35	10 54	13 32	13 32
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24 70	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32 25	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42 17	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75 06	36 41					20 35	10 54	13 32	13 32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22 22	142 76	88 88	76 35	39 16			20 35	10 54	13 32	13 32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop Zone 2		2	UDN	U1L2X	29 02	142 76	88 88	76 35	39 16			20 35	10 54	13 32	13 32
	2-Wire ISDN Digital Grade Loop Zone 3		3	UDN	U1L2X	37 95	142 76	88 88	76 35	39 16			20 35	10 54	13 32	13 32
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91 77	44 22					20 35	10 54	13 32	13 32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13 82	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18 05	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23 60	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34 29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13 82	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18 05	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23 60	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31 99	20 02					20 35	10 54	13 32	13 32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10 83	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14 15	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18 50	270 01	234 63	74 54	39 14			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34 29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10 83	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14 15	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18 50	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31 99	20 02					20 35	10 54	13 32	13 32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13 93	279 60	244 22	74 54	39 14			20 35	10 54	13 32	13 32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18 20	279 60	244 22	74 54	39 14			20 35	10 54	13 32	13 32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23 80	279 60	244 22	74 54	39 14			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34 29									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13 93	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18 20	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23 80	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31 99	20 02					20 35	10 54	13 32	13 32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57 73	313 08	219 72	96 86	40 45			18 98	8 43	11 95	11 95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75 40	313 08	219 72	96 86	40 45			18 98	8 43	11 95	11 95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98 59	313 08	219 72	96 86	40 45			18 98	8 43	11 95	11 95
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34 59									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130 47	40 11					20 35	10 54	13 32	13 32
	4-WIRE 19 2, 56 OR 64 KBPS DIGITAL GRADE LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19 2 Kbps		1	UDL	UDL19	31 10	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital 19 2 Kbps		2	UDL	UDL19	40 61	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital 19 2 Kbps		3	UDL	UDL19	53 11	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31 10	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40 61	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53 11	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34 29									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31 10	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40 61	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53 11	207 01	141 38	90 70	44 18			20 35	10 54	13 32	13 32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34 29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102 28	49 82					20 35	10 54	13 32	13 32
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36 52	36 52								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32	13 32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36 52	36 52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31 99	20 02					20 35	10 54	13 32	13 32
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24 70	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32 25	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42 17	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36 52	36 52								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24 70	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32 25	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42 17	122 76	85 57	76 35	39 16			20 35	10 54	13 32	13 32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36 52	36 52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31 99	20 02					20 35	10 54	13 32	13 32
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65 40	65 40					20 35	10 54	13 32	13 32
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65 40	65 40					20 35	10 54	13 32	13 32
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65 44	65 44					20 35	10 54	13 32	13 32
SUB-LOOPS																
Sub-Loop Distribution																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517 25	517 25					20 35	10 54	13 32	13 32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42 68	42 68					20 35	10 54	13 32	13 32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313 01	313 01					20 35	10 54	13 32	13 32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108 06	108 06					20 35	10 54	13 32	13 32
		Sub-Loop Distnbution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10 02	148 84	112 34	73 14	36 65			20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34 29	34 29								
		Sub-Loop Distnbution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7 30	147 93	75 11	99 96	16 98			20 35	10 54	13 32	13 32
		Sub-Loop Distnbution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9 54	147 93	75 11	99 96	16 98			20 35	10 54	13 32	13 32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12 47	147 93	75 11	99 96	16 98			20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34 29	34 29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1 35	94 56	29 35					20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34 29	34 29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2 26	116 14	37 10					20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34 29	34 29								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		78 92	78 92								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23 33	23 33								
		2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 1	I	1	UEF	UCS2X	5 16	110 71	37 89	94 41	13 09			20 35	10 54	13 32	13 32
		2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 2	I	2	UEF	UCS2X	6 74	110 71	37 89	94 41	13 09			20 35	10 54	13 32	13 32
		2 Wire Copper Unbundled Sub-Loop Distnbution - Zone 3	I	3	UEF	UCS2X	8 81	110 71	37 89	94 41	13 09			20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34 29	34 29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6 52	117 12	44 30	99 96	16 98			20 35	10 54	13 32	13 32
		4 Wire Copper Unbundled Sub-Loop Distnbution - Zone 2	I	2	UEF	UCS4X	8 52	117 12	44 30	99 96	16 98			20 35	10 54	13 32	13 32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11 14	117 12	44 30	99 96	16 98			20 35	10 54	13 32	13 32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34 29	34 29								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		78 92	78 92								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		23 33	23 33								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0 4555	2 48	2 48					20 35	10 54	13 32	13 32
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89 69	54 56	0 6391	0 6391			20 35	10 54	13 32	13 32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129 65	94 51	0 6522	0 6522			20 35	10 54	13 32	13 32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11 11	11 11					20 35	10 54	13 32	13 32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11 11	11 11					20 35	10 54	13 32	13 32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0 00	0 00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0 00	0 00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0 00	0 00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,USL	UNECN	0 00	0 00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0 00	0 00									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0 00	0 00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0 00	0 00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0 00	0 00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9 19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374 24	684 6755	350 175	270 0545	195 684			20 35	10 54		
		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	684 6755	350 175	248 193	173 8225			20 35	10 54		
	Note (1) Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority																
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual)	R		UMK	UMKLW		0 76	0 76					19 99	19 99	19 99	19 99
		Loop Makeup - Preordering With Reservation, per spare facility queued (Manual)	R		UMK	UMKLP		0 76	0 76					19 99	19 99	19 99	19 99
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	UMKMQ		0 76	0 76								
LINE SPLITTING																	
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0 61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0 61	48 96	21 39	35 06	10 79			20 35	10 54	13 32	13 32
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0 61	48 96	21 39	35 06	10 79			20 35	10 54	13 32	13 32
MAINTENANCE OF SERVICE																	
	NOTE The Expedite charge will be maintained commensurate with BellSouth's FCC No 1 Tariff, Section 13 3 1 as applicable																
		No Trouble Found - per 1/2 hour increments - Basic						80 00	55 00								
		No Trouble Found - per 1/2 hour increments - Overtime						90 00	65 00								
		No Trouble Found - per 1/2 hour increments - Premium						100 00	75 00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18 58	55 39	17 37	27 96	3 51			20 35	21 09		
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1L5XX	0 0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat - Facility Termination			U1TVX	U1TR2	18 58	55 39	17 37	27 96	3 51			20 35	21 09		
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0 0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24 09	37 87	26 02	30 78	13 07			15 08	15 08		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0 0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17 98	55 39	17 37	27 96	3 51			20 35	21 09		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0 0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17 98	55 39	17 37	27 96	3 51			20 35	21 09		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 3562										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77 86	112 40	76 27	19 55	14 99			20 35	21 09		

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 - DS3 - Per Mile per month			U1TD3	1L5XX	2 34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848 99	395 29	176 56	109 04	105 91			36 84	36 84		
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2 34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849 30	395 29	176 56	109 04	105 91			36 84	36 84		
		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										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat - Zone 1		1	ULDVX	ULDR2	19 76										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat - Zone 2		2	ULDVX	ULDR2	25 81										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat - Zone 3		3	ULDVX	ULDR2	33 74										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	20 91										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	27 30										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	35 71										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41 68										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54 43										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	71 17										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8 22										
		Local Channel - Dedicated - DS3 Facility Termination			ULDD3, UNC3X	ULDF3	703 00										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8 22										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	689 53										
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	67 65										
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	28 74										
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		1,121 00	153 19	580 26	357 17			20 35	10 54	13 32	13 32
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	67 65										
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0 57	11 62	9 90	10 38	8 66			19 99	19 99	19 99	19 99
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0 7905	11 62	9 90	10 38	8 66			19 99	19 99	19 99	19 99
ENHANCED EXTENDED LINK (EELs)																	
		NOTE The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements															
		NOTE The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16 56	108 76	35 47	72 94	10 86			20 35	21 09		
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	21 63	108 76	35 47	72 94	10 86			20 35	21 09		
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28 28	108 76	35 47	72 94	10 86			20 35	21 09		
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0 91	5 70	4 42								
		4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	24 70	108 76	35 47	72 94	10 86			20 35	21 09		
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32 26	108 76	35 47	72 94	10 86			20 35	21 09		
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	42 18	108 76	35 47	72 94	10 86			20 35	21 09		
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0 91	5 70	4 42								
		4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	31 10	108 76	35 47	72 94	10 86			20 35	21 09		
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	40 61	108 76	35 47	72 94	10 86			20 35	21 09		
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	53 11	108 76	35 47	72 94	10 86			20 35	21 09		
		OCU DP COCI (data) per month (2 4-64kbs)			UNCDX	1D1DD	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
4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	31 10	108 76	35 47	72 94	10 86			20 35	21 09		
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	40 61	108 76	35 47	72 94	10 86			20 35	21 09		
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	53 11	108 76	35 47	72 94	10 86			20 35	21 09		
	OCU-DP COCI (data) - in combination - per month (2 4-64kbs)			UNCDX	1D1DD	0 91	5 70	4 42								
2-WIRE ISDN LOOP FOR USE IN COMBINATION																
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22 22	108 76	35 47	72 94	10 86			20 35	21 09		
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29 02	108 76	35 47	72 94	10 86			20 35	21 09		
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37 95	108 76	35 47	72 94	10 86			20 35	21 09		
	2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3 24	5 70	4 42								
4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	57 73	228 40	161 74	79 87	24 88			20 35	21 09		
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	75 40	228 40	161 74	79 87	24 88			20 35	21 09		
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	98 59	228 40	161 74	79 87	24 88			20 35	21 09		
	DS1 COCI in combination per month			UNC1X	UC1D1	17 58	5 70	4 42								
2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0 0174										
	Interoffice Transport - 2-wire VG Dedicated - Facility Termination per month			UNCVX	U1TV2	21 79	79 83	44 08	69 32	31 00			20 35	21 09		
4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0 0174										
	Interoffice Transport - 4-wire VG Dedicated - Facility Termination per month			UNCVX	U1TV4	27 30	79 83	44 08	69 32	31 00			20 35	21 09		
DS1 INTEROFFICE TRANSPORT FOR COMBINATION																
	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		
DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
	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		
STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
	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		
4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31 10	108 76	35 47	72 94	10 86						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	40 61	108 76	35 47	72 94	10 86						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	53 11	108 76	35 47	72 94	10 86						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0174										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	21 19	79 83	44 08	69 32	31 00			20 35	21 09		
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	31 10	108 76	35 47	72 94	10 86						
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	40 61	108 76	35 47	72 94	10 86						
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	53 11	108 76	35 47	72 94	10 86						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0 0174										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	21 19	79 83	44 08	69 32	31 00			20 35	21 09		
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31 10	108 76	35 47	72 94	10 86						

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
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	40 61	108 76	35 47	72 94	10 86						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	53 11	108 76	35 47	72 94	10 86						
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0174										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	21 19	79 83	44 08	69 32	31 00			20 35	21 09		
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31 10	108 76	35 47	72 94	10 86						
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	40 61	108 76	35 47	72 94	10 86						
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	53 11	108 76	35 47	72 94	10 86						
	l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0 0174										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	21 19	79 83	44 08	69 32	31 00			20 35	21 09		
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	57 73	228 40	161 74	79 87	24 88						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	75 40	228 40	161 74	79 87	24 88						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	98 59	228 40	161 74	79 87	24 88						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77 86	171 24	113 12	70 07	30 90			20 35	21 09		
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9 19										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	373 47	240 23	180 87	106 78	45 24						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2 34										
	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		
	STS-1 DIGITAL 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	394 56	240 23	180 87	106 78	45 24						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2 34										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	849 30	482 01	153 81	64 43	35 43			36 84	36 84		
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply															
	When used as ordinanly combined network elements in All States, the non-recurrng charges apply and the Switch As Is Charge does not.															
	Nonrecurrng Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurrng Currently Combined Network Elements Switch -As-Is Charge			UNCVX, UNCDX, UNC1X, UNC3X, 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 85	2 03	0 79			45 68	1 76		
	C-bit Panty Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219 46	7 68	0 7637	0 00			45 68	1 76		
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	80 77	105 76	14 48	3 04	2 74			20 35	9 80		
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for a Local Loop			UDL	1D1DD	1 82	6 07	4 66						9 80		

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment 2 Exh A: Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN	OSS Rates ($) SOMAN
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1 82	6 07	4 66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3 10	6 07	4 66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3 10	6 07	4 66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0 91	6 07	4 66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0 91	6 07	4 66								
		DS3 to DS1 Channel System per month			UNC3X	MQ3	222 98	156 02	49 41	17 12	6 77			20 35	9 80		
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	222 98	156 02	49 41	17 12	6 77			20 35	9 80		
		DS1 COCI used with Loop per month			USL	UC1D1	17 58	6 07	4 66								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	17 58	6 07	4 66								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	17 58	6 07	4 66								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	17 58	6 07	4 66								
	COMMINGLING																
		Commingling Authorization			UE3, UDLSX, UNCDX, UNCSX, UNCVX, UNC1X, UNC3X, U1TD1, U1TD3, U1TDX, U1TS1, U1TUB, U1TVX	CMGAU	0 00	0 00	0 00	0 00	0 00								
	Note	**Rates displaying an "I" in Interim column are interim as a result of a Commission order**															

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10 06										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10 60										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11 35										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12 03										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10 06										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10 60										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11 35										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12 03										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15 85										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15 44										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17 93										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16 63										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15 85										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15 44										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17 93										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16 63										
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118 62										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148 79										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237 75										
		4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527 23										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12 88										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375 07										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12 88										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389 33										
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0 23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	65 93										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5 47										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738 18										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5 47										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740 84										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements																
	NOTE The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90 94										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148 79										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237 75										
		4-wire DS1 Digital Lcoal Loop in Combination - Zone 4		4	UNC1X	USLXX	527 23										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 21										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59 48										
		DS1 COCI in combination per month			UNC1X	UC1D1	3 01										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14 81										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	431 33										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5 47										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738 18										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14 81										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447 73										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5 47										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740 84										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-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	-	184 60	23 78	1 96	0 76						
		C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218 72	7 66	0 7201	0 00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	118 28										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for a Local Loop			UDL	1D1DD	1 40										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1 40										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3 01										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3 01										

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2 Exh B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0 66										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0 66										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	196 22										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	196 22										
		DS1 COCI used with Loop per month			USL	UC1D1	14 90										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	14 90										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	14 90										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	14 90										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) 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	11 09											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16 61											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27 74											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11 09											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16 61											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27 74											
	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	14 26											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21 37											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35 68											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14 26											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21 37											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35 68											
	4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59 09											
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88 53											
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147 82											
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 40963											
	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											
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.																
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh B Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59 09										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88 53										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147 82										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0 40963										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89 54										
	DS1 COCI in combination per month			UNC1X	UC1D1	20 22										
	EXTENDED DS3 DIGITAL EXTENDED 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	430 38										
	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										
	EXTENDED STS-1 DIGITAL EXTENDED 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	447 75										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2 69										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976 70										
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-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 Activty - per DS3	ı		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219 46S	7 68S	7637S	0 00S						
	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 57										
	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 57										
	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										

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh B Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	20 22										

				December 2004 Data with FBC count as of Oct 14			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
AL	BRHMALMT	19,078	-	X			
AL	HNVIALMT	26,990	-		X		
AL	MOBLALAZ	20,101	5	X			
AL	MTGMALDA	32,752	-		X		
AL	MTGMALMT	27,528	-		X		
FL	BCRTFLBT	26,601	-		X		
FL	BCRTFLMA	40,746	5	X		X	
FL	COCOFLMA	19,097	4	X			
FL	DRBHFLMA	24,895	1		X		
FL	DYBHFLMA	32,282	7	X			
FL	FTLDFLCY	31,487	4	X			
FL	FTLDFLJA	29,209	5	X			
FL	FTLDFLMR	34,881	8	X		X	
FL	FTLDFLOA	23,000	5	X			
FL	FTLDFLPL	29,489	5	X			
FL	GSVLFLMA	56,881	4	X		X	
FL	HLWDFLPE	37,415	4	X			
FL	HLWDFLWH	24,022	-		X		
FL	JCVLFLGL	42,462	6	X		X	
FL	JCVLFLSJ	21,086	3		X		
FL	JCVLFLSM	17,820	5	X			
FL	MIAMFLAE	41,912	5	X		X	
FL	MIAMFLBR	21,482	-		X		
FL	MIAMFLCA	22,645	3		X		
FL	MIAMFLGR	68,580	11	X		X	X
FL	MIAMFLHL	45,021	5	X		X	
FL	MIAMFLPB	21,380	4	X			
FL	MIAMFLPL	86,923	5	X		X	X
FL	MIAMFLRR	23,710	3		X		
FL	MIAMFLSO	25,802	3		X		
FL	MIAMFLWM	23,310	4	X			
FL	MLBRFLMA	32,547	4	X			
FL	MNDRFLEO	20,180	3		X		
FL	NDADFLGG	18,239	5	X			
FL	ORLDFLAP	31,252	3		X		
FL	ORLDFLCL	20,823	5	X			
FL	ORLDFLMA	37,968	10	X		X	
FL	ORLDFLPC	45,792	6	X		X	
FL	ORLDFLPH	33,140	4	X			
FL	ORLDFLSA	26,126	8	X			
FL	PMBHFLFE	25,903	4	X			
FL	PMBHFLMA	33,993	4	X			
FL	PNSCFLBL	26,685	4	X			
FL	PNSCFLFF	30,883	-		X		
FL	PRRNFLMA	37,969	3		X		

FL	STRTFLMA	[illegible]	-		X		
FL	WPBHFLAN	[illegible]	4	X			
FL	WPBHFLGA	[illegible]	-		X		
FL	WPBHFLGR	[illegible]	3		X		
FL	WPBHFLHR	[illegible]	3		X		
FL	WPBHFLLE	[illegible]	3		X		
GA	AGSTGAMT	[illegible]	3		X		
GA	ALBYGAMA	[illegible]	-		X		
GA	ALBRGAMA	[illegible]	7	X		X	X
GA	ATHNGAMA	[illegible]	-		X		
GA	ATLNGABU	[illegible]	7	X		X	
GA	ATLNGACS	[illegible]	9	X		X	X
GA	ATLNGAEP	[illegible]	4	X			
GA	ATLNGAPP	[illegible]	7	X		X	X
GA	ATLNGASS	[illegible]	3		X		
GA	ATLNGATH	[illegible]	3		X		
GA	CHMBGAMA	[illegible]	-		X		
GA	CLMBGAMT	[illegible]	-		X		
GA	CMNGGAMA	[illegible]	-		X		
GA	DLTHGAHS	[illegible]	-	X			
GA	DNWDGAMA	[illegible]	7	X		X	
GA	LEBNGAMA	[illegible]	-		X		
GA	LRVLGAOS	[illegible]	-		X		
GA	MACNGAMT	[illegible]	-		X		
GA	MRTTGAMA	[illegible]	4	X		X	X
GA	NRCRGAMA	[illegible]	8	X		X	X
GA	RSWLGAMA	[illegible]	3	X			
GA	SMYRGAMA	[illegible]	5	X			
GA	SMYRGAPF	[illegible]	8	X		X	
GA	SVNHGABS	[illegible]	3		X		
GA	TUKRGAMA	[illegible]	-		X		
KY	LSVLKYAP	[illegible]	4	X		X	
KY	LSVLKYBR	[illegible]	3		X		
LA	BTRGLAGW	[illegible]	-	X			
LA	BTRGLAMA	[illegible]	4	X		X	
LA	LFYTLAMA	[illegible]	-	X			
LA	MONRLAMA	[illegible]	-		X		
LA	NWORLAMA	[illegible]	6	X		X	X
LA	NWORLAMT	[illegible]	-		X		
LA	SHPTLAMA	[illegible]	4	X			
MS	HTBGMSMA	[illegible]	3		X		
MS	JCSNMSCP	[illegible]	3	X			
NC	BURLNCDA	[illegible]	3		X		
NC	CARYNCGE	[illegible]	4	X			
NC	CHRLNCBO	[illegible]	8	X			
NC	CHRLNCCA	[illegible]	9	X		X	X
NC	CHRLNCDE	[illegible]	3		X		
NC	CHRLNCIP	[illegible]	4	X			
NC	CHRLNCRE	[illegible]	6	X			
NC	CHRLNCSH	[illegible]	5	X			
NC	CHRLNCUN	[illegible]	4	X			
NC	CPHLNCRO	[illegible]	4	X		X	

NC	GNBONCAS	[illegible]	6	X			
NC	GNBONCEU	48,789	6	X		X	
NC	RLGHNCGI	26,609	5	X			
NC	RLGHNCHO	29,305	8	X			
NC	RLGHNCMO	75,172	7	X		X	X
NC	SLBRNCMA	11,462	3		X		
NC	WLMGNCWI	24,794	-		X		
NC	WNSLNCFI	33,027	3		X		
SC	CHTNSCDT	24,703	5	X			
SC	CHTNSCNO	24,107	-		X		
SC	CLMASCSA	15,930	3		X		
SC	CLMASCSN	18,461	5	X		X	
SC	GNVLSCDT	[illegible]	5	X		X	
SC	GNVLSCWR	30,634	-		X		
SC	MNRESCES	24,081	-		X		
SC	SPBGSCMA	22,765	3		X		
TN	CHTGTNBR	24,110	-		X		
TN	CHTGTNNS	25,186	3		X		
TN	KNVLTNMA	37,447	3		X		
TN	MMPHTNBA	34,364	-		X		
TN	MMPHTNEC	30,075	3		X		
TN	MMPHTNGT	26,311	-		X		
TN	MMPHTNMF	24,526	6	X			
TN	MMPHTNMT	10,269	3		X		
TN	MMPHTNOA	36,686	2		X		
TN	NSVLTNBW	28,974	-		X		
TN	NSVLTNDO	24,914	-		X		
TN	NSVLTNMT	78,731	3	X			
TN	NSVLTNST	24,111	-		X		
TN	NSVLTNUN	19,907	3		X		
Totals				**68**	**59**	**27**	**10**

UNE TO SPA CONVERSION

CIRCUIT ID	UNE USOC	Customer provided D-PON	Customer provided N PON	Product Type	Old ACTL	New ACTL	New Bell Clrt ID	NEW BAN	Old CFA	New CFA (IF APPLICABLE)	EU SWC	Desired DD	Notes	PIU of Converted Circuit

LOCAL INTERCONNECTION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3 Exh A: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment 3 Exh A: Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)																	
	NOTE	"bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3															
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132 21bk										
		CCS7 Signaling Usage, Per TCAP Message					0 0000597										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16 55bk	35 74bk	35 74bk	16 53bk	16 53bk						
		CCS7 Signaling Usage, Per ISUP Message					0 0000149bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683 55bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29 18	29 18	35 78	35 78						

LOCAL INTERCONNECTION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3 Exh A Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 41bk										
	CCS7 Signaling Usage, Per TCAP Message					0 0000916										
	CCS7 Signaling Connection Per link (A link)			UDB	TPP6A	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17 84bk	130 84bk	130 84bk					20 35	20 35	13 32	13 32
	CCS7 Signaling Usage, Per ISUP Message					0 0000373bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352 3bk										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121 77	121 77					20 35	20 35	13 32	13 32