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February 9, 2006

VIA HAND DELIVERY

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

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cinergy Communications Company and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated September 6, 2002. The Amendment modifies Attachment 2 pursuant to the FCC's Triennial Review Remand Order and modifies Attachment 3 relating to ISP-Bound traffic.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Robert A. Bye, Corporate Counsel, Cinergy Communications Company
John Cinelli, President, Cinergy Communications Company

#555402

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cinergy Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND CINERGY COMMUNICATIONS COMPANY PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cinergy Communications Company ("Cinergy") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated September 6, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cinergy and BellSouth state the following:

1. Cinergy 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 Cinergy. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 3, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 2 pursuant to the FCC's Triennial Review Remand Order and modifies Attachment 3 relating to ISP-Bound traffic. A copy of the Amendment is attached hereto and incorporated herein by reference.

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

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Cinergy 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. Cinergy and BellSouth aver that the Amendment is consistent with the standards for approval.

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

Cinergy and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 9th day of _____, 2006.

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 Amend ent to the Interconnection Agreement on the following via United States Mail on the 1st day of FEB, 2006:

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214

John Cinelli
President
Cinergy Communications Company
1419 W. Lloyd Expy., Suite 101
Evansville, In 47710

_____
Guy M. Hicks

Amendment to the Agreement
Between
Cinergy Communications Company
and
BellSouth Telecommunications, Inc.
Dated September 6, 2002

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company ("Cinergy Communications Company"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 6, 2002 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Cinergy Communications Company entered into the Agreement on September 6, 2002, and;

WHEREAS, BellSouth and Cinergy Communications Company 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 9 and 10 to Attachment 3 as follows:

9	**BASIC 911 AND E911 INTERCONNECTION**
9.1	Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
9.2	Basic 911 Interconnection. BellSouth will provide to Cinergy Communications Company 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. Cinergy Communications Company will be required to arrange to accept 911 calls from it 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. Cinergy Communications Company will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Cinergy Communications Company will be required to begin using E911 procedures.

9.3 E911 Interconnection. Cinergy Communications Company 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, DSO level trunks configured as part of a digital (1.544 Mb/s) interface (DS 1 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, Cinergy Communications Company 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. Cinergy Communications Company will be required to provide BellSouth daily updates to the E911 database. Cinergy Communications Company 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, Cinergy Communications Company 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. Cinergy Communications Company 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.

9.4 Trunks and facilities for 911 Interconnection may be ordered by Cinergy Communications Company from BellSouth pursuant to the terms and conditions set forth in this Attachment.

9.5 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.

10 SS7 Network Interconnection

10.1 SS7 Network Interconnection is the interconnection of Cinergy Communications Company local signaling transfer point switches or Cinergy Communications Company 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, Cinergy Communications Company local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

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

10.3 If traffic is routed based on dialed or translated digits between a Cinergy Communications Company 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 Cinergy Communications Company local signaling transfer point switches and BellSouth or other third-party local switch.

10.4 SS7 Network Interconnection shall provide:

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

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

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

10.5 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 TI.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 Cinergy Communications Company local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Cinergy Communications Company local STPs and shall not include SCCP Subsystem Management of the destination.

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

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

10.8 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.

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

10.9.1 A-link interface from Cinergy Communications Company local or tandem switching systems; and

10.9.2 B-link interface from Cinergy Communications Company STPs.

10.9.3 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 DS 1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DSO channel within the DS 1 or higher rate interface.

10.9.4 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.

10.9.5 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.

10.9.6 BellSouth shall set message screening parameters to accept messages from Cinergy Communications Company local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Cinergy Communications Company 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 3.7 to Attachment 6 as follows:

3.7 If Cinergy Communications Company 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 Cinergy Communications Company in accordance with FCC No. 1 Tariff, Section 5.

5. The Parties agree to delete Section 6.1 and 6.1.1 from Attachment 3 in its entirety and replace as follows with Sections 6.1, 6.1.1, and 6.1.1.1. The Parties also agree to add to Attachment 3 as Section 6.1.1.1.2 and 6.1.1.1.3 the following language:

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

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

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

6.1.1.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an. ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. All Combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a statewide basis is Local Traffic.

6.1.1.1.3 Each Party shall pay compensation to the other Party for per minute of use rate elements associated with the call transportation and termination of ISP-bound Traffic at the

composite rate of $0.0007 as set forth in Exhibit A of this Attachment.

6. The Parties agree to delete in its entirety Exhibit A from Attachment 3 and replace with Exhibit 3 attached hereto and incorporated herein.

7. All of the other provisions of the Agreement dated September 6, 2002 shall remain unchanged and in full force and effect.

8. 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.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 1/11/06

Cinergy Communications Company

By:

Name: John P. Cinelli

Title: resident

Date: 1/6/06

Approved as to form
Legal
By: [illegible] Date 1/5/06

[CCCS Amendment 7 of 111]

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to Cinergy for Cinergy's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Cinergy (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Cinergy 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 as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If Cinergy purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 Cinergy 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 Cinergy 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 Cinergy pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Cinergy 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 Cinergy.

A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Cinergy 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 otherwise in this Attachment, Cinergy 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 Cinergy has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Cinergy with thirty (30) days written notice to disconnect or convert such Arrangements. If Cinergy 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 Prior to submitting an order pursuant to this Agreement for high capacity (DS 1 or above) Dedicated Transport or high capacity Loops, Cinergy shall undertake a reasonably diligent inquiry to determine whether Cinergy is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Cinergy self-certifies that to the best of Cinergy's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Cinergy's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Cinergy the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Cinergy shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9 Cinergy 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.

1.10 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 of this Agreement 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 Cinergy, BellSouth shall perform the RNM.

1.11 Commingling of Services

Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Cinergy has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Cinergy must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.11.2 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.

1.11.3 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.

1.11.4 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.

1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.12 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.

1.13 Ordering Guidelines and Processes

1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Cinergy 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/.

1.13.2 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.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to Cinergy'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 Cinergy'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 this Agreement.

1.13.4 Testing/Trouble Reporting.

1.13.4.1 Cinergy will be responsible for testing and isolating troubles on Network Elements. Cinergy 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, Cinergy will be required to provide the results of the Cinergy test which indicate a problem on the BellSouth network.

1.13.4.2 Once Cinergy 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.

1.13.4.3 If Cinergy reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge Cinergy 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.

1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Cinergy (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Cinergy 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 Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. Cinergy 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 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 Cinergy 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 offer a 64 kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Cinergy. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate 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 Cinergy with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS 1 and DS3 Loops and for the Excess DS 1 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 Cinergy as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.1.4.5.1 or 2.1.4.5.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 Excess DS1 and DS3 Loops are those Cinergy 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 DS 1 and DS3 Loops.

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

2.1.4.5 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 Cinergy's Embedded Base during the Transition Period:

2.1.4.5.1 DS 1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

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

2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cinergy's Embedded Base of DS1 and DS3 Loops and Cinergy's Excess DS 1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B.

2.1.4.8 The Transition Period shall apply only to (1) Cinergy's Embedded Base and (2) Cinergy's Excess DS1 and DS3 Loops. Cinergy shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.

2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1 above, no future DS 1 Loop unbundling will be required in that wire center.

2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.11 No later than December 9, 2005 Cinergy shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.

2.1.4.11.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify Cinergy's remaining Embedded Base and Excess DS 1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth

pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.11.2 For Embedded Base circuits and Excess DS 1 and DS3 Loops converted pursuant to Section 2.1.4.11 or transitioned pursuant to 2.1.4.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS 1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.12.3 For purposes of Section 2.1.4.12, BellSouth shall make available DS1 and DS3 Loops that were in service for Cinergy in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

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

2.1.4.12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Cinergy shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

2.1.4.12.6.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will

identify Cinergy's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 or transitioned pursuant to Section 2.1.4.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 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 Cinergy 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.

2.1.8 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 Cinergy 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), Cinergy may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

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

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

2.1.9.1 OC allows BellSouth and Cinergy to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as

an option, to Cinergy'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.

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

2.1.10

	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 l- 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, Cinergy must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.11 CLEC to CLEC Conversions for Unbundled Loops

2.1.11.1 The CLEC to CLEC conversion process for Loops may be used by Cinergy when converting an existing Loop from another CLEC for the same End User. The

Loop type being converted must be included in Cinergy's Interconnection Agreement before requesting a conversion.

2.1.11.2 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.

2.1.11.3 The Loops converted to Cinergy 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.

2.1.12 Bulk Migration

2.1.12.1 BellSouth will make available to Cinergy a Bulk Migration process pursuant to which Cinergy 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.

2.1.12.2 Should Cinergy request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Cinergy 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 Cinergy 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 Cinergy, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Cinergy 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 Cinergy 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 Cinergy. 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 Cinergy 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/DSO – 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. Cinergy 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 DS 1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS 1 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 DS 1 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, DS 1 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 Cinergy at any single building in which DS 1 Loops are available as unbundled Loops.

2.3.7 4-wire Unbundled Digital/DSO 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) DS 1 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) DS 1 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 Cinergy 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 (2) 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 eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (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 Cinergy.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Cinergy 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 six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (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, Cinergy 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 Cinergy 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 Cinergy 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 Cinergy may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

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

2.5.3 For any copper loop being ordered by Cinergy which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Cinergy, 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 Cinergy. 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 Cinergy 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 Cinergy 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. Cinergy 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 Cinergy 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 Cinergy desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Cinergy, Cinergy will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Cinergy is available at the location for which the ULM was requested, Cinergy 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, Cinergy 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 Cinergy 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 Cinergy. 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 Cinergy (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 Cinergy, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. Cinergy 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 MD provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit Cinergy to connect Cinergy'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 Cinergy may access the End User's premises wiring by any of the following means and Cinergy 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 Cinergy 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 Cinergy 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 Cinergy's responsibility to ensure there is no safety hazard, and Cinergy 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 Cinergy shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 Cinergy 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 Cinergy 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 Cinergy's NID.

2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. Cinergy may request BellSouth to do additional work to the NID on a time and material basis. When Cinergy deploys its own local loops in a multiple-line termination device, Cinergy 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 Cinergy requests a UCSL and it is not available, Cinergy 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 Cinergy, 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 Cinergy's use on this cross-connect panel. Cinergy 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, Cinergy 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. Cinergy'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 Cinergy is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Cinergy'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 Cinergy 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 Cinergy'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, Cinergy 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 Cinergy requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Cinergy 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 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) 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 The Provisioning Party 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 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Cinergy does own or control such wiring, Cinergy will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Cinergy.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Cinergy for each pair activated commensurate to the price specified in Cinergy's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party'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 Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party 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 Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party 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, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party win notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

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

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

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party 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 Cinergy 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 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 Cinergy 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 Cinergy at the terms and conditions set forth in this Attachment.

2.8.4.4 Notwithstanding the Effective Date of this Agreement, the rates for Cinergy'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 Cinergy's Embedded Base and Cinergy 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 Cinergy 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 Cinergy 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 Cinergy'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 Cinergy LMU information with respect to Loops that are required to be unbundled under this Agreement so that Cinergy can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Cinergy intends to install and the services Cinergy wishes to provide. LMU is a preordering transaction, distinct from Cinergy 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 Cinergy 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 Cinergy 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 Cinergy 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 Cinergy 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 Cinergy'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 Cinergy or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. Cinergy 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 Cinergy, according to the applicable network disclosure requirements. It will be Cinergy's responsibility to move any service it may provide over such facilities to alternative facilities. If Cinergy 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 Cinergy may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" Web site address: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if Cinergy needs further Loop information in order to determine Loop service capability, Cinergy may initiate a separate Manual SI for a separate NRC as set forth in Exhibit A.

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

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

2.9.2.4 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 Cinergy provides its own switching or obtains switching from a third party, Cinergy may engage in line splitting arrangements with another CLEC using a splitter, provided by Cinergy, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Line Splitting –Loop and UNE Port (UNE-P)

3.3.1 To the extent Cinergy is purchasing UNE-P pursuant to this Agreement, BellSouth will permit Cinergy to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in Cinergy's Embedded Base as described in Section 5.4.3.2.

3.3.2 Cinergy shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Cinergy will not provide voice and data services.

3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Cinergy 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 MD at the End User's location with connecting facility assignment (CFA) and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

3.4.2 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.

3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

3.5.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Cinergy owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.6 CLEC Provided Splitter – Line Splitting UNE-P and UNE-L

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

3.6.2 Cinergy may purchase, install and maintain central office POTS splitters in its collocation arrangements. Cinergy 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.

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

3.7 Maintenance – Line Splitting – UNE-P and UNE-L

3.7.1 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.

3.7.2 Cinergy shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DSO level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2.

4.1.1 BellSouth shall not be required to unbundle local circuit switching for Cinergy for a particular End User when Cinergy: (1) serves an End User with four (4) or more voice-grade (DSO) equivalents or lines served by BellSouth in Zone 1 of the

following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Cinergy is serving any End User as described in (2) of this Section 4.1.1 as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Cinergy or transitioned by Cinergy, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Cinergy as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Cinergy's Embedded Base and Cinergy shall not place new orders for Local Switching pursuant to this Agreement.

4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for Cinergy's Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.5 Cinergy must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 by October 1, 2005.

4.2.5.1 If Cinergy fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify Cinergy's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

4.3 Local Switching Capability, including Tandem Switching Capability

4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Cinergy's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.3.4 Provided that Cinergy has unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Cinergy local End User, or originated by a BellSouth local End User and terminated to a Cinergy local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Cinergy the Network Elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Cinergy shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Web site:
http://interconnection.bellsouth.com/products/docs/FLOWSPPT.pdf.

4.3.5 Where Cinergy has unbundled Local Switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Cinergy End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge Cinergy the Network Elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Cinergy shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.3.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Cinergy the Network Elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.

4.3.9 BellSouth will provide to Cinergy selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other routing requests by Cinergy will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.3.10 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.3.11 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.3.12 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.3.13 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Cinergy all Advanced Intelligent Network (MN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.

4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Cinergy.

4.3.15 BellSouth shall provide the following Local Switching interfaces:

4.3.15.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.3.15.2 Coin phone signaling;

4.3.15.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.3.15.4 2-wire analog interface to PBX;

4.3.15.5 4-wire analog interface to PBX; and

4.3.15.6 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3.16 Cinergy shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 Cinergy will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the Cinergy's End Users.

4.4 Common (Shared) Transport.

4.4.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.4.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Cinergy.

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

4.4.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross-connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.5.2 Where Cinergy utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

4.5.3.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by Cinergy and BellSouth;

4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.5.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

4.5.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.5.3.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Cinergy.

4.5.3.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.5.3.4 Tandem Switching shall process originating toll free traffic received from Cinergy's local switch.

4.5.3.5 In support of MN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.

4.5.4 Upon Cinergy's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Cinergy's traffic overflowing from direct end office high usage trunk groups.

4.6 Remote Call Forwarding (URCF)

4.6.1 As an option, BellSouth shall make available to Cinergy an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. Cinergy must ensure that the following conditions are satisfied:

4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).

4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge Cinergy the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.7 MN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

4.7.1 Where BellSouth provides Local Switching to Cinergy, BellSouth will provide MN Selective Carrier Routing (MN SCR) at the request of Cinergy. AIN SCR will provide Cinergy with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.7.2 Cinergy shall order MN SCR through its Account Team and/or Local Contract Manager. MN SCR must first be established regionally and then on a per central office per state basis.

4.7.3 AIN SCR is not available in DMS 10 switches.

4.7.4 Where MN SCR is utilized by Cinergy, the routing of Cinergy's End User calls shall be pursuant to information provided by Cinergy and stored in BellSouth's AIN SCR Service Control Point database. MN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where MN SCR is established.

4.7.5 Upon ordering MN SCR Regional Service, Cinergy shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each Cinergy End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. Cinergy shall pay the MN SCR Per Query Charge set forth in Exhibit A.

4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, MN SCR Central Office Identification Form - Form C, MN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) days to respond to Cinergy's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Cinergy, BellSouth considers that the delivery schedule of this service commences. The remaining half of the

nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

4.7.7 The nonrecurring End Office Establishment charge will be billed to Cinergy following BellSouth's normal monthly billing cycle for this type of order.

4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to Cinergy following BellSouth's normal monthly billing cycle for this type of order.

4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to Cinergy following the normal billing cycle for per query charges.

4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.

4.8 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.8.1 Where Cinergy has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Cinergy's End User calls to that provider through Selective Call Routing.

4.8.2 SCR-LCC provides the capability for Cinergy to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.

4.8.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.8.4 Where available, Cinergy specific and unique LCCs are programmed in each BellSouth end office switch where Cinergy intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Cinergy's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Cinergy intends to provide Cinergy -branded OCP/DA to its End Users in these multiple rate areas.

4.8.5 SCR-LCC supporting Custom Branding and Self Branding require Cinergy to order dedicated trunking from each BellSouth end office identified by Cinergy,

either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Cinergy Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.

4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Cinergy to the BellSouth TOPS.

4.8.7 The Rates for SCR-LCC are as set forth in Exhibit A. There is a NRC for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Cinergy 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 Cinergy are not already combined by BellSouth in the location requested by Cinergy 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 Cinergy are not elements that BellSouth combines for its use in its network.

5.1.1 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.

5.1.2 To the extent Cinergy 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.

5.2 Rates

5.2.1 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.

5.2.2 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.

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Cinergy.

5.3 Enhanced Extended Links (EELs)

5.3.1 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 Cinergy 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.

5.3.2 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).

5.3.3 By placing an order for a high-capacity EEL, Cinergy 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 Cinergy's high-capacity EELs as specified below.

5.3.4 Service Eligibility Criteria

5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Cinergy must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.3.4.1.1 Cinergy has received state certification to provide local voice service in the area being served;

5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS 1-equivalent circuit on a DS3 EEL:

5.3.4.2.1 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;

5.3.4.2.2 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;

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

5.3.4.2.4 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);

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

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

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

5.3.4.3 BellSouth may, on an annual basis, audit Cinergy's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Cinergy failed to comply with the service eligibility criteria, Cinergy must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Cinergy did not comply in any material respect with the service eligibility criteria, Cinergy shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that Cinergy did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Cinergy for its reasonable and demonstrable costs associated with the audit. Cinergy will maintain appropriate documentation to support its certifications.

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

5.4 UNE-P

5.4.1 DSO Local Switching, as defined in Section 4, in combination with a Loop and Common (Shared) Transport as defined in Section 4.4 (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for Cinergy as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Cinergy's Embedded Base and Cinergy shall not place new orders for UNE-P pursuant to this Agreement.

5.4.3.4 Notwithstanding the Effective Date of this Agreement, the rates for Cinergy's Embedded Base of UNE-P during the Transition Period shall be as set forth in Exhibit A.

5.4.3.5 By October 1, 2005, Cinergy must submit orders or spreadsheets, or if migrating to UNE Loops must use the Bulk Migration process in accordance with Section 2.1.12 above, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services.

5.4.3.5.1 If Cinergy fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.4.3.5 above prior to October 1, 2005, BellSouth will identify Cinergy's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set

forth in Attachment 1. 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 such BellSouth services as set forth in BellSouth's tariffs.

5.4.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.4.3.5 or transitioned pursuant to Section 5.4.3.5.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

5.4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.

5.4.4 BellSouth shall make 911 updates in the BellSouth 911 database for Cinergy's UNE-P. BellSouth will not bill Cinergy for 911 surcharges. Cinergy is responsible for paying all 911 surcharges to the applicable governmental agency.

5.5 Intercarrier Compensation

5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by Cinergy utilizing Local Switching shall apply as follows:

5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge Cinergy for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge Cinergy for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.1 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, Cinergy is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If Cinergy does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by Cinergy, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.1.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to Cinergy for each such call; or

5.5.3.1.2 pay such charges as billed by the third party carrier and Cinergy will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.

5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to Cinergy utilizing Local Switching shall apply as follows:

5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge Cinergy for End Office Switching at the terminating end office for use of the network component; therefore, Cinergy shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge Cinergy for End Office Switching at the terminating end office for use of the network component; therefore, Cinergy shall not charge the originating CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.3 For calls originated by third party carriers, such as CT ,ECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, Cinergy is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. Cinergy may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.

5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by Cinergy utilizing Local Switching where Cinergy uses BellSouth's CIC for its End User's LPIC:

5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge Cinergy for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge Cinergy for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CI EC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth may pay such charges and Cinergy will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, Cinergy is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If Cinergy does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by Cinergy, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to Cinergy for each such call; or

5.5.3.3.3.2 pay such charges as billed by the third party carrier and Cinergy will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to Cinergy utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:

5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall charge Cinergy for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. Cinergy may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A in this Agreement for such calls. Cinergy shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.

5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, Cinergy may bill the interexchange carrier in accordance with Cinergy's tariff and will not bill BellSouth any charges for such call. Cinergy shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

6.1 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 Cinergy, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Cinergy. 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 6.2 below, BellSouth shall not be required to provide to Cinergy unbundled access to interoffice transmission facilities that do

not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

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

6.2.1 For purposes of this Section 6.2, 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.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Cinergy as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.2.6.1 or 6.2.6.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Cinergy as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those Cinergy DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS 1 and DS3 Loops.

6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for Cinergy's Embedded Base during the Transition Period:

6.2.6.1 DS 1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

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

6.2.6.3 A list of wire centers meeting the criteria set forth in Section 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com, as (Initial Wire Center List).

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

6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cinergy's Embedded Base of DS1 and DS3 Dedicated Transport and for Cinergy's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit B, and the rates for Cinergy's Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.

6.2.6.6 The Transition Period shall apply only to (1) Cinergy's Embedded Base and Embedded Base Entrance Facilities; and (2) Cinergy's Excess DS1 and DS3 Dedicated Transport. Cinergy shall not add new Entrance Facilities pursuant to this Agreement. Further, Cinergy shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.2.6.10 below.

6.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.1 above, no future DS 1 Dedicated Transport unbundling will be required in that wire center.

6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.2, no future DS3 Dedicated Transport will be required in that wire center.

6.2.6.9 No later than December 9, 2005 Cinergy shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS 1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

6.2.6.9.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify Cinergy's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS 1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to 6.2.6.9.1, the applicable recurring tariff charge shall apply

to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.2.6.1 or 6.2.6.2, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

6.2.6.10.3 For purposes of Section 6.2.6.10, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for Cinergy in a wire center on the Subsequent Wire Center List as of the tenth (10 th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

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

6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Cinergy shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.2.6.10.6.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Cinergy's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges

for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 or transitioned pursuant to Section 6.2.6.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 BellSouth shall:

6.3.1 Provide Cinergy exclusive use of Dedicated Transport to a particular customer or carrier;

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

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

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

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DSO, DS1, DS3, STS-1) dedicated to Cinergy.

6.5 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.

6.6 Cinergy may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS 1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport. 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.

6.7 Technical Requirements

6.7.1 BellSouth shall offer DSO equivalent interface transmission rates for DSO or voice grade Dedicated Transport. For DS 1 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.

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

6.7.2.1 DSO Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3;

6.7.2.4 STS-1; and

6.7.2.5 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.

6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Cinergy shall specify the termination points for Dedicated Transport.

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

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

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

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

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent Cinergy 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 DS 1 (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, Cinergy 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.

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

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

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

6.8.2.3 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.

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

6.9 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 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

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

6.9.1.1 For purposes of this Section 6.9, 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.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for Cinergy as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

6.9.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for Cinergy's Embedded Base during the Transition Period:

6.9.1.4.1 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.

6.9.1.5 A list of wire centers meeting the criteria set forth in Section 6.9.1.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

6.9.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cinergy's Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 shall be as set forth in Exhibit B and the rates for Cinergy's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 shall be as set forth in Exhibit A.

6.9.1.7 The Transition Period shall apply only to Cinergy's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Cinergy shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.10 below. Further, Cinergy shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

6.9.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4, no future Dark Fiber Transport unbundling will be required in that wire center.

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

6.9.1.9.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 6.9.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Cinergy'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 6.9.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.9.2 For Embedded Base circuits converted pursuant to Section 6.9.1.9 or transitioned pursuant to 6.9.1.9.1, the applicable recurring tariff charge shall apply to each

circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

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

6.9.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.1.4.1, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

6.9.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

6.9.1.10.3 For purposes of Section 6.9.1.10, BellSouth shall make available Dark Fiber Transport that was in service for Cinergy in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

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

6.9.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Cinergy shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.9.1.10.6.1 If Cinergy fails to submit the spreadsheet(s) specified in Section 6.9.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Cinergy's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.9.1.10.6 or transitioned pursuant to Section 6.9.1.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.10 Rearrangements

6.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working Cinergy circuit from one CFA to another Cinergy 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 shall apply.

6.10.2 Requests to reterminate 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.

6.10.3 Upon request of Cinergy, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 6.10.1 and 6.10.2 above and Cinergy may request OC-TS for such orders.

6.10.4 BellSouth shall accept a LOA between Cinergy and another carrier that will allow Cinergy to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

6.10.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: Cinergy may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS 1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

6.10.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. Cinergy shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

6.10.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop

terminates. If an outside dispatch is required, or if Cinergy elects not to utilize the EEL to UNE-L Retermination process, Cinergy must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Cinergy will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Cinergy pursuant to this Agreement.

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

7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Cinergy's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Cinergy.

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

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Cinergy must purchase appropriate signaling links pursuant to Section 7.3 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides

appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to Cinergy any additional capabilities that are developed for LIDB during the life of this Agreement.

7.3.2.2 BellSouth shall process Cinergy's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Cinergy what additional functions (if any) are performed by LIDB in the BellSouth network.

7.3.2.3 Within two (2) weeks after a request by Cinergy, BellSouth shall provide Cinergy with a list of the customer data items, which Cinergy would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

7.3.2.7 All additions, updates and deletions of Cinergy data to the LIDB shall be solely at the direction of Cinergy. Such direction from Cinergy will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

7.3.2.8 BellSouth shall provide priority updates to LIDB for Cinergy data upon Cinergy's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Cinergy customer records will be missing from LIDB, as measured by Cinergy audits. BellSouth will audit Cinergy records in LIDB against Data Base Administration

System (DBAS) to identify record mismatches and provide this data to a designated Cinergy contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Cinergy within one (1) business day of audit. Once reconciled records are received back from Cinergy, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00 p.m. Central Time. If more than 500 records are received, BellSouth will contact Cinergy to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 BellSouth shall perform backup and recovery of all of Cinergy's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

7.3.2.11 BellSouth shall provide Cinergy with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Cinergy and BellSouth.

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

7.3.2.13 BellSouth shall provide Cinergy performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Cinergy at least at parity with BellSouth Customer Data. BellSouth shall obtain from Cinergy the screening information associated with LIDB Data Screening of Cinergy data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Cinergy under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with Cinergy customer records and shall return responses in accordance with industry standards.

7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

7.3.2.16 BellSouth shall provide processing time at the LIDB within 1 second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

7.3.3 Interface Requirements

7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.

7.3.3.4 The LIDS Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Cinergy shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Cinergy shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Cinergy designated SPOI that provide appropriate physical diversity.

7.4.1.1 Technical Requirements

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

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

7.4.1.1.1.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

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

7.4.1.2.1 An A-link layer shall consist of two (2) links; and

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

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

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

7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

7.4.2 Interface Requirements. There shall be a DS 1 (1.544 Mbps) interface at Cinergy's designated SPOIs. Each 56 kbps transmission path shall appear as a DSO channel within the DS 1 interface.

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

7.4.3.1 Technical Requirements

7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

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

data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

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

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

7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Cinergy or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by Cinergy, SS7 AIN Access shall be made available in association with switching. SS7 MN Access is the provisioning of MN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Cinergy's SS7 network to exchange TCAP queries and responses with a Cinergy SCP.

7.4.4.2 SS7 AIN Access shall provide Cinergy SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Cinergy SS7 Networks. BellSouth shall offer SS7 MN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Cinergy SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect Cinergy or Cinergy-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from Cinergy Local Switching systems; and

7.4.4.3.1.2 A B-link interface from Cinergy local STPs.

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

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS 1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DSO channel within the DS 1 or higher rate interface.

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

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

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Cinergy local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Cinergy switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Cinergy local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Cinergy switching system has a valid signaling relationship.

7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Cinergy from any signaling point or network

interconnected through BellSouth's SS7 network where the Cinergy SCP has a valid signaling relationship.

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDS, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

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

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

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

7.6 CNAM Database Service

7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Cinergy the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

7.6.2 Cinergy shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Cinergy's access to BellSouth's CNAM Database Services and shall be addressed to Cinergy's Local Contract Manager.

7.6.2.1 Cinergy's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

7.6.2.2 For each Cinergy End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to Cinergy's End User. Cinergy shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Cinergy End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Cinergy shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Cinergy's End Users.

7.6.3 BellSouth shall bill for CNAM queries the rate set forth in Exhibit A. In the event BellSouth is unable to bill per query, BellSouth shall bill Cinergy at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Cinergy's End Users with the Caller ID feature.

7.7 SCE/SMS AIN Access

7.7.1 BellSouth's SCE/SMS MN Access shall provide Cinergy the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

7.7.2 BellSouth's SCE/SMS MN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Cinergy. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

7.7.3 BellSouth SCP shall partition and protect Cinergy service logic and data from unauthorized access.

7.7.4 When Cinergy selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Cinergy to use BellSouth's SCE/SMS MN Access to create and administer applications.

7.7.5 Cinergy access will be provided via remote data connection (e.g., dial-in, ISDN).

7.7.6 BellSouth shall allow Cinergy to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

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

8.1 911 and E911 Databases

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

8.1.2 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. Cinergy will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1.

8.2 Technical Requirements

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

8.2.2 It is Cinergy'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.

8.2.3 Cinergy 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.

8.2.4 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 Cinergy, 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 Cinergy to assume responsibility for such records.

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

8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

8.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

8.3.1.1 The database capability allows Cinergy to offer an E911 service to its PBX End Users that identifies to the Public Safety Answering Point (PSAP) the physical location of the Cinergy PBX 911 End User station telephone number for the 911 call that is placed by the End User.

8.3.2 Cinergy may order either the database capability or the transport component as desired or Cinergy may order both components of the service.

8.3.3 911 PBX Locate Database Capability. Cinergy's End User or Cinergy's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

8.3.4 Ordering, provisioning, testing and maintenance shall be provided by Cinergy pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

8.3.5 Cinergy's End User, or Cinergy's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Cinergy to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Cinergy should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Cinergy's End User, or Cinergy's End User DMA under the terms of 911 PBX Locate product.

8.3.5.1 Cinergy must provision all PBX station numbers in the same LATA as the E911 tandem.

8.3.6 Cinergy agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Cinergy's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Cinergy or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Cinergy is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Cinergy's End User or DMA pursuant to these terms. Specifically, Cinergy's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

8.3.7 Cinergy may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Cinergy's End Users' telephone numbers for which it has direct management authority.

8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Cinergy to order a CAMA type dedicated trunk from Cinergy's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Cinergy's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Cinergy is responsible for connectivity between the End User's PBX and Cinergy's switch or POP location. Cinergy will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DSO level trunks configured as part of a digital interface (delivered over a Cinergy purchased DS 1 facility that hands off at a DS 1 or higher level digital or optical interface). Cinergy is responsible for ensuring that the PBX switch is capable of sending the

calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

8.3.9 Ordering and Provisioning. Cinergy will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

8.3.9.1 Testing and maintenance shall be provided by Cinergy pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A of Attachment 2. Trunks and facilities for 911 PBX Locate transport component may be ordered by Cinergy pursuant to the terms and conditions set forth in Attachment 3.

9 White Page Listings

9.1 BellSouth shall provide Cinergy and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. Cinergy shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Cinergy residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Cinergy and BellSouth End Users. Cinergy shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.1.2 Unlisted/Non-Published End Users. Cinergy will be required to provide to BellSouth the names, addresses and telephone numbers of all Cinergy End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.

9.1.3 Inclusion of Cinergy End Users in Directory Assistance Database. BellSouth will include and maintain Cinergy End User listings in BellSouth's Directory Assistance databases. Cinergy shall provide such Directory Assistance listings to BellSouth at no charge.

9.1.4 Listing Information Confidentiality. BellSouth will afford Cinergy's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

9.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.

9.1.6 Rates. So long as Cinergy provides listing information to BellSouth as set forth in Section 9.1.1 above, BellSouth shall provide to Cinergy one (1) basic White Pages directory listing per Cinergy End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement.

9.2 Directories. BellSouth or its agent shall make available White Pages directories to Cinergy End User at no charge or as specified in a separate agreement between Cinergy and BellSouth's agent.

9.3 Procedures for submitting Cinergy Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.3.1 Cinergy authorizes BellSouth to release all Cinergy SLI provided to BellSouth by Cinergy to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such Cinergy SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

9.3.2 No compensation shall be paid to Cinergy for BellSouth's receipt of Cinergy SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Cinergy's SLI, or costs on an ongoing basis to administer the release of Cinergy SLI, Cinergy shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Cinergy's SLI, Cinergy will be notified. If Cinergy does not wish to pay its

proportionate share of these reasonable costs, Cinergy may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Cinergy shall amend this Agreement accordingly. Cinergy will be liable for all costs incurred until the effective date of the agreement.

9.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cinergy under this Agreement. Cinergy shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cinergy listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Cinergy any complaints received by BellSouth relating to the accuracy or quality of Cinergy listings.

9.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	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.inte															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator If it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLE															
	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 el															
	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		150	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,	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service. Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - EA.)			UEANL	UEANM		25.33	25.33								
	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									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0,88								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exit.A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- *1st*	Incremental Charge - Manual Svc Order vs. Electronic- **Add'l**	Incremental Charge - Manual Svc Order vs. Electronic- *Disc 1st*	Incremental Charge - Manual Svc Order vs. Electronic- Disc **Add'l**
								Nonrecurring		Nonrecurring Disconnect				OSS **Rates($)**			
							Rec	First	**Add'l**	First	**Add'l**	SOMEC	**SOMAN**	SOMAN	SOMAN	SOMAN	SOMAN
		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 - El.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA, NTCVG	UEAL2	14.74	75,06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	USA, NTCVG	UEAL2	22,08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA, NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA, NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA, NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA, NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13,32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA, NTCVG	URESL		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, *(per DS0)*			UEA, NTCVG	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA, NTCVG	UREWO		75.08	36.41					20.35	10.54	13.32	13.32
		Loop Tagging - Service Level 2 (SL2)			UEA, NTCVG	URETL		11.23	1.10								
	4-WIRE ANALOG VOICE GRADE LOO																
		Analog Voice Grade Loop - Zone 1		1	UEA, NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA, NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.18			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA, NTCVG	UEAL4	54.99	122.76	85,57	76.35	39.16			20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA, NTCVG	URESL		23,42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA, NTCVG	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatc			UEA, NTCVG	UREWO		75.06	38.41					20.35	10.54	13.32	13.32
	2-WIRE **ISDN** DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UD	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service Inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop Including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service Inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service Inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREW			31.99	20.02				20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE **(HDSL)** COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9,64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2_ Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- *Disc* 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13,32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service Inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH SIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39,73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46,60	75.75	13.97			20.35	10,54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11,95
	4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCD1	USLXX	76.98	313.08	219.72	96.86	40,45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCD1	USLXX	128.64	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCD1	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCD1	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		130.47	40.11					20.35	10.54	13.32	13,32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps		1	UDL, NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps		2	UDL, NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps		3	UDL, NTCUD	UDL2X	69,24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		1	UDL, NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		2	UDL, NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps		3	UDL, NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps		1	UDL, NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps		2	UDL, NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	8 Wire Unbundled Digital Loop 9.6 Kbps		3	UDL, NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	41.47	207,01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19,2 Kbps		3	UDL, NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18			20,35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10,54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	27,88	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18			20,35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URESP		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2 Exh A			
CATEGORY		RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	incremental Charge - Manual Svc Order vs. Electronic- Disc Add(
								Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20,02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17,59	31.99	20.02	10.85	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service Inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.78	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	3916			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13,32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		34.29									
	Rearrangements																
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
LOOP MODIFICATION																	
	Service	Order charges will only apply once per Loop															
		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	85.40								
		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								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Intel m	Zone	BCS	USOC	RATES($)					Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add',
						Rec	Nonrecurring First	Add',	Nonrecurring First	Disconnect Add',	SOMEC	SOMAN	OSS SOMAN	Rates($) SOMAN	SOMAN	SOMAN
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
	MD - Dispatch and Service Order for NID installatio				UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned • physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06'	10.79			20.35	10.54	13.32	13.32
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10,65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VEILS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0054										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0054										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0054										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14,99			20.35	21.09	9,80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add')	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19,01
	Interoffice Channel - STS-1 - per mile			U1 TS1	1L5XX	2.34										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	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 - 051 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.68										
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54.43										
	Local Channel - Dedicated - DS1 • Zone 3		3	ULDD1, UNC1X	ULDF1	71.17										
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8,22										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	703.00										
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8.22										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	689.53										
	UNBUNDLED DARK FIBER - Stand Alone or *in Combination*															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19								
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 - Local Loop			UDF, UDFCX	1L5DL	67,65										
8XX ACCESS TEN DIGIT SCREENING																
	8XX Access Ten Digit Screening, Per Call					0.0005192										
LINE INFORMATION DATA BASE ACCESS (LIDO)																
	LIDS Common Transport Per Query					0.0000354										
	LIDB Validation Per Query					0.0117403										
	LIDS Originating Point Code Establishment or Change			OQT, OQU	NRBPX		49.03						20.35	20.35	13.28	13.28
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query					0.0010541										
	CNAM for Non DB Owners, Per *Query*					0.0010541										
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60					20.35	0.00	0.00	0.00
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment						190,638.00						20,35			
	End Office Establishment						317.55	317.55	3.19	3.19			20.35	20.35	13,28	13.28
	Query NRC, per query					0.0206047										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection • Dial/Shared Access			Al *N*	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - ISDN Access			Al N	CAM1P		41.75	41,75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - User Identification Codes - Per User ID Code			AIN	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			M N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
	AIN SMS Access Service - Session, Per Minute					0.0820123										
	AIN SMS Access Service • Company Performed Session, Per Minute					2.27										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	053 Unbundled Local Loop - per mile			UE3	1L5ND	9.19										
	D53 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19										

CATEGORY	RATE ELEMENTS	Interim	Zone	EMS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	*Incremental* Charge - Manual Svc Order *vs.* Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs, Electronic-Disc Add'l
							Nonrecurring		Nonrecurrin				OSS	Rates($)		
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	70.16			36.84	36.84	19.01	19.01
ENHANCED EXTENDED LINK (EELS)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14,74	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (512) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 3			UNCVX	UEAL2	36.87	108.76	35.47	7294	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			3126	10.42		
	2-Wire ISDN Loop in Combination --Zone 1			UNCNX	U1L2X	19.77	108.76	35.47	7294	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 2			UNCNX	U1L2X	29.6	108.76	35.47	7294	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 3			UNCNX	U1L2X	49.47	108.76	35.47	7294	10.86			3126	10.42		
	4-Wire 56Kbps Digital Grade Loop in Combination --Zone 1		1	UNCDX	UDL56	27.6	-108.76.	3547	7294	10.86			20.35	1054	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41,47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	6924	108.76	35.47	72.94	10.86			2535	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1			UNCDX	UDL64	27.66	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10,54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire DS1 Digital Loop in Combination - Zone I		1	UNC1X	USLXX	51.38	228.40	161.7	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop In Combination - Zone 2		2	UNC1X	USLXX	76.96	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop In Combination - Zone 3			UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95	
	DS3 Local Loop In combination - per mile			UNC3X	1 L5ND	9.19										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260,47	628.84	106.78	45.24			36.84	36.84	19.01	19.01
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.19										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	389.35	1,260.47	628,84	79.87	24.88			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1 L5XX	0.0174										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire VG- per mile			UNCVX	1 L5XX	0.0174										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	6.66	8.66
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel In combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination • 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1106	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1 L5XX	0.3562										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113,12	70.07	30.90			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848,99	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
	Interoffice Channel in combination • STS-1 - per mile			UNCSX	1L5XX	2.34										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per D51	1		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	1		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	1		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	1		U1103, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637							
	DS1/DS0 Channel System			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
	Voice Grade COCI in combination			UNCVX	1D1VG	0.91	5.70	4.42								
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.91	5/O	4.42								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	5.70	4.42								

INBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh A

CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Adel	First	Adel	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (2.4-64kbs) In combination			UNCDX	1010D	1.82	5.70	4.42					20.35	9.80	11.49	1.18
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.82	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	101D0	1.82	5.70	4.42								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17,58	5.70	4.42					20.35	9.80	11.49	1,18
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5,70	4.42								
	DS1 COCI In combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Interoffice Channel			U1101	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	17.58	5.70	4.42								
	051 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA.	UC1D1	17.58	5.70	4.42								
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1103, UNCSX, U1151, UDF,UDFCX	UNCCC		52.73	24.62									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	1		U1TVX, U1TDX, U1TD1, U11'03, U1TS1, UDF, UE3	URESL		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAL Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadshee	1		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	1		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	1		UNC1X	URERP		1.40	1.40								
	UNE Reconfiguration Change Charge per Circuit	1		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	1		UNC1X	URERP		1.40	1.40								
Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						2.78		3.32							
	DS1 DCS Termination with DSO Switching					23.35	41.14	34.25	29.94	24.08						
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12						
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	17.11										
Service Rearrangements																
	NRC - Change In Facility Assignment per circuit Service Rearrangement	1		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130,47	40.11								
	NRC - Change In Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	1		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.2	1.28								
	NRC - Order Coordination Specific Time - Dedicated Transport	1		UNC1X	OCOSR		18.93	18.93								

UNBUNDLED NETWORK ELEMENTS . Tennessee														Attachment: 2 Exh A			
CATEGORY		RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge • Manual Svc Order vs. Electronic- 1st	Incremental Charge- Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOM EC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UM, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
SIGNALING (CCS7)																	
	NOTE:' b " 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 Usage, Per TCAP Message					0.0000916bk										
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
LNP Query Service																	
		LNP Charge Per Query					0.0009277										
		LNP Service Establishment Manual						23.60	13.83	23.60	12.71						
		LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
		Changes to. TN Range or Customer Profile			9PBDC	9PBTN		170,69									
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92										
		Service Order Charge			9PBDC	9PBSC		23.20									
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	The Exchange Switching Port Rates Reflected Here Apply to **Embedded Base Switching Ports** as of **March 10, 2005 and Consist** of **the** TELRIC Cost Based Rates Plus $1.00 in Accordance with the TRRO.																
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, **KY,** LA & TN, the desired features will need to be ordered using retail **USOCs**																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.89	9.93	9.19	ass	2.92			20.35	10.54	13.32	1,40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13,32	1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only • Res.			UEPSR	UEPRO	2,89	9.93	9.19	3.66	2.92			20,35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID • Res (F2R)			UEPSR	UEPAK	2.89	9.93	9.19	3,66	2.92			20.35	10,54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	2.89	9.93	9,19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	2.89	9.93	9.19	3.66	2.92			20.35	10,54	13.32	1,40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	2.89	9,93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID			UEPSR	UEPWN	2.89	9.93	919	ass	2.92			20.35	10.54	13.32	1.40
		Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID			UEPSR	UEPRR	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge • Manual Svc Order vs. Electronic- Add'l	Incremental Charge • Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs, Electronic- Disc Add'l
							Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1,40
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13,32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus,			UEPSB	UEPBO	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	2.89	9.93	9.19	3.66	2,92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port			UEPSB	UEPB2	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN, Business Line Inward, Collierville & Memphis Local Calling Plan			UEPSB	UEPB3	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID			UEPSB	UEPWO	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	2.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
FEATURES																
	Al Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
EXCHANGE PORT RATES (DID & PBX)																
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2,79	9.93	9.19	3,66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.79	9.93		3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.79	9.93		3.66	2.92			20.35	10,54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	2.79	9.93	005.111999	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.79	9,93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	2.79	9,93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Vice. Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.79	9.93	9.19	3.86	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.79	9.93	9.19	3.66	2.92			20,35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2,79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	2.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2,79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13,32	13.32
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port			UEPPX	UEPXV	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
		Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	FEATURES																
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76									
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.84								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83					20.35	10.54	13.32	13.32
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPPX	P2JHX	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		2	UEPPX	P2JHX	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Local Channel Voice grade, per termination		3	UEPPX	P2JHX	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Non-Wire Direct Serve Channel Voice Grade		SW	UEPPX	SDD2X	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0174	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (COIN)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coln Port/Loop Combo-Zone 1					15.18										
		2-Wire VG Coin Port/Loop Combo - Zone 2					19.01										
		2-Wire VG Coin Port/Loop Combo – Zone 3					24.02										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge- Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	2.70	22.14	15.25	8.45	3.91			20.35	10.54	13.32	13.32
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.88							20.35	10.54	13.32	13.32
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.88							20.35	10.54	13.32	13.32
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00	0.00	0.00						
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29								
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE 10 TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					19.45										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					24.52										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					31.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (S12) - Zone 1		1	UEPFR	UECF2	16.56										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	21.63										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	28.28										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	2.89	84.99	57.39	32.36	20.56			20,35	10.54	13.32	13.32
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPFR	UEPAQ	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPFR	UEPAH	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPFR	UEPAK	2.89	84.99	57.39	32.36	20,56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPFR	UEPAL	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPFR	UEPAM	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPFR	UEPAN	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPFR	UEPAO	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add',	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPFR	UEPWN	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mlle			UEPFR	1L5XX	0.0174										
FEATURES																
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated 10 Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is.			UEPFR	USAC2		16.94	3.72								
	2-Wire Loop / Dedicated 10 Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.94	3.72								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.23	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE 10 TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					19.45										
	2-Wire. VG Loop/IO Tranport/Port Combo - Zone 2					24.52										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					31.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.56										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	21.63										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.28										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPFB	UEPAV	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	2.89	84.99	57.39	32.36	20.56			20,35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPFB	UEPWO	2.69	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
	Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	2.89	84.99	57.39	32.36	20.56			20.35	10.54	13.32	13.32
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated -2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174										
FEATURES																
	Al Features Offered			UEPFB	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated 10 Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.94	3.72								
	2-Wire Loop / Dedicated 10 Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.94	3.72								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.23	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE 10 TRANSPORT/ 2-WIRE LINE PORT (PBX)																

CATEGORY	RATE ELEMENTS		Zone							Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	2-Wi				31										
					56										
		3	7 CF												
							8	42 67							
			UE	9	06							20 3			
								42 6							
2-	oice LD rminal BX												0.		
									8.54						3.
			UE	9											
2-Wi	PBX D D			2.	40			2.67							3. 2
								6							
			UEP					2.	.4						
			PXD	9	40										
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEP	9	06										2
													54		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		04						8.				05		
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port		X					42							
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				06				8.54					3.	
	2- re														
			X					42							
C					40			42 6	54						
	Wire e - Facili														
	Interoffice Transport - Dedicated - 2 or Fraction Mile		5		39			96							
				0017											
	IRES			0.											
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is						01								
	e Loop IO Transp n - Sw ng		S CC		9										
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		40												
	/Loo DI			9. B											
	on			9.6											
	oice on 2														

CATEGORY | RATE ELEMENTS

CATEGORY	RATE ELEMENTS							Svc Order Submitted Elec per LSR	...der ...tted ...ally ...SR	Incremental Charge Manual Order vs. Electronic 1st	Incremental Charge Manual Order vs. Electronic Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
P	alo oo SL2)												
R	P 2-Wi		8			8.4				8	3		
	V a Po Co as			8.									
	2-Wi G e Lo / re P with IS h ab es	P											
	Unb ed Rate Ele oo at End	ET		3									
ph	ber/T a rg DI												
	Ad ch 2 u e			0.									
	Re R		0. a	a	a								
RE	S SO -LI L p	R											
	2 S N Digital ra e U E Z ne 1												
	DN e SO ital Si a U on 2		8										
	N gi e Loo 2 tal UN n 3		32										
	p R gl e op e 1												
	Wi Digital e Lo	2											
a	SO G 3												
	Exc an Port 2-Wire P an rt 2-Wire a rt G G CU NT YC	a	N:			9. 9.	6			9.99	9. 9		

re DN ital Ora re S bi 2 Conversion | UEPPB UEPPR | 9.

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E	of Ch ea ile E LO O 4 S	E 9.

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UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2 Exh A			
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
						Rec	First	Add!	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE-P CENTREX - 1AESS - (Valid In AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					15.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					19.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					24.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					19.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					24.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
UNE Ports																
All SW es (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex)) Basic Local Area			UEP91	UEPYA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPY	2.70	22.14	1525	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
AL, KY LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex from dill Serving Wire Center)2,3			UEP91	UEPQM	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term			UEP91	UEPQZ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port terminated In on Megalink or equivalent			UEP91	UEPQ9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00							30.89	7.03		
	Al Select Features Offered, per port			UEP91	UEPVS	0.00	433.78						30.89	7.03		
	Al Centrex Control Features Offered, per port			UEP91	UEPVC	0.00							30.89	7.03		
NARS																
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurrin	Disconnect			OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91			30.89	7.03		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91			30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174										
Feature Activations (DSO) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1 PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1 PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29					30.89	7.03		
	New Centrex Standard Common Block			UEP91	Ml ACS	0.00	658.60						30.89	7.03		
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60						30.89	7.03		
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55						30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57						30.89	7.03		
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.23	1.10								
UNE-P CENTREX - MSS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					15.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					19.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					24.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					19.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					24.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
UNE Port Rate																
All States																
	2-Wire Voice Grade. Port (Centrex) Basic Local Area			UEP95	UEPYA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		

CATEGORY	RATE ELEMENTS								Disc 1st	Disc Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
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	oice re Port, D Se re 8 erm sic Local ea		EP 5		7					91			a			
	ire ice GradePo 0 2 or eq B sic Local Area		P9	S 9			25			.91			30 8	0		
	ce 0 0 ice ocal A		P 0	EP	2. 0					3				N		
L, Y,	5 C, 0															
	0 0 0		P9	P	2.		5		0	.91			8			
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	S ss U			0	a	a	0.0	a0	a0							
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re ct	0 D C 0 0 Se N															
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	0 at on D 0 U B LL 0 oo S 0		a 0	a0	0 0											
	Feat ctiv ion 0 D 0 U B a run Slot		U a5	a0	0											
	Feat Activation on 0 B 0 U oo 8 0 Diffe 2 Wire Center		a 0	0	a66											
	LL D 0 U oo		a 0	a V	a66											
	Feat 0 D-4 U Ban run Slot		a	a a	0.											
0	2 re 0 D 0 U U A oo Slot a 0 C) 0 d 0 0 C		a 5	0	066											
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UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60						30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57						30.89	7.03		
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.23	1.10								
UNE-P CENTREX - DMS100 (Valid In All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					15.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					19.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					24.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					19.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					24.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
UNE Port Rate																
ALL STATES																
	2-Wire Voice Grade Port (Centrex)) Basic Local Area			UEP9D	UEPYA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Are			UEP9D	UEPYF	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh A

CATEGORY		RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge • Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centres from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	2.70	22.14	1525	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	AL, KY	LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centres)			UEP9D	UEPQA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres 800 termination)			UEP9D	UEPQB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres/ EBS-PSET)4			UEP9D	UEPQC	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres / EBS-M5009)4			UEP9D	UEPQD	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres / EBS-M5209)4			UEP9D	UEPQE	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres / EBS-M5112)4			UEP9D	UEPQF	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres / EBS-M5312)4			UEP9D	UEPQG	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres / EBS-M5008)4			UEP9D	UEPQT	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/ EBS-M5208)4			UEP9D	UEPQU	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centres/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	2.70	22.14	1525	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	2.70	22.14	15.25	8.45	3.91			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'I	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	OSS SOMAN	Rates($) SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
Features																
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
NARS																
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91			30.89	7.03		
4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15					30.89	7.03		
	DSO Channels Activiated per Channel			UEP9D	M1HDO	0.00	108.67						30.89	7.03		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	18.58	22.14	15.25	8.45	3.91			30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0174										
Feature Activations (DSO) Centres Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centres Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1 PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centres																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29					30.89	7.03		
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60						30.89	7.03		
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60						30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57						30.89	7.03		
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.23	1.10								
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice. Grade Port (Centrex) Port Combo - Non-Design					15.18										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A			
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring	Disconnect			OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					19.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					24.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					19.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					24.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
	2-Wire Voice Grade Loo. SL 1 – Zone 2		2	UEP9E	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
UNE Port Rate																
AL, FL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller 10)1 Basic Local Area			UEP9E	UEPYH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
AL, KY LA, MS, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centres with Caller ID)1			UEP9E	UEPQH	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port, Diff Serving Wire. Center 2,3 - 800 Service Term			UEP9E	UEPQZ	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
Local Switching																
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
Features																
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00							30.89	7.03		
	Al Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78						30.89	7.03		
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00							30.89	7.03		
NARS																
	Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00			30.89	7.03		
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91			30.89	7.03		
4-Wire Digital (1.844 Megabits)																
	1DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15					30.89	7.03		

CATEGORY	RATE ELEMENT	Interl m	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge- Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DSO Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67						30.89	7.03		
Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	18.58	22.14	15.25	8.45	3.91			30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.0174										
Feature Activations (DSO) Centrex Loops on Channelized DS1 Service																
D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1 PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29					30.89	7.03		
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60						30.89	7.03		
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60						30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57						30.89	7.03		
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.23	1.10								
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					15.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					19.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					24.02										
LINE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					19.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					24.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	2828										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire Voice Grade Port (Centrex)) Basic Local Area			UEP93	UEPYA	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	2.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	2.70	22.14	15.25	8.45	191			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	E	8O		an8O	U	O g		C LL 8'	Di 8 U	S c Order Submitted Elec per LSR	S c Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											O EC	CM	0	0	0	0
	2-Wi V Grade Po (C O a Cent Z as cal rea			7	aY	2.		5. 5	an an				an			
	Wire Gra le Di Se g 8 m- B sic al Area			9	UE Y	CV		5.2	8. 5				9			
	e G C O C g or C. ic A			E C-	P 9	0			8.4	3.91			8	N 3		
	Voic E 8 Se E Bas ocal				an Y		CV	5. 5	8. an				8	0		
	g Grad Po C O O			P9 O 3	EPO 7 C8	2. 0	4	5.	8.4 an 4	of .91			89 a8	7.0		
	CP en wi D) 2- ire oice m e Wl Ct ter			PCA 7 a	EPO	2. CV 0	4	5.	8.4 at 5	of 91			0. a 9	0 6		
	oice ^ O Se in			9	w 0				an an	91			9			
	0 an O to or Cra e rt ate O O ee a cg			9 P	PQ9 EPC2	2.7		5.	CO an	91 3 91			30 89 0.89			
3	C 0 terc O			9	R CS	a6381										
	an LL res Of re er po O LL O re 0.			7 a 7 W P	P P	0 00 a0										
R	a coer Corn 6			7 Co	R	0	00	a	000	0						
	a an st ial			an 9		0	a	000	000	a0						
	an or ce 0			7 9 M	X	a0	00	000	00	0.						
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4	T S D tal a ts			W CC	Z	8. 8		5.	5	.91			89			
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C	0 O . O O a 0 c9 a cS1 an 8			an CC	5 2	00										
	0 cns ctivation O C oo			9 CC		0										
	Fe u ctiv O O 0 CO an Co 3op 0			9 CC	0	C66										
	O D-4 FX op			a F3		C66										
	Feature Activation D-4 Ce oo O Dif ent Wire Cen			9	P											
	ion O an Line oo 0			an	Q	0. 6										
	eat ion on D- Tie /Trun oo SI			an	PO 0	C66										
an	n N 3 8 O oo			PC3		0. 6										
	an C Con ion C Co inges, port						3	0. 9								
	Ce O ard Co S 8 New C C Co 0 Bloc			E an	0	a0	8.						30. 0 89	0 0		
A	bl C 0 0 cnal cn- C 0				an 0		8. an							7.0		
	Un un 0 0 Use Pr mi				an		0>	a8								

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add!	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.23	1.10								
	Note 1 - Required Port for Centres Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
	Note 4 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "I" In Interim column are Interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh. B

CATEGORY	RATE ELEMENTS	Inte r' m	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOM EC	SOMAN	SOM AN	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 Mlle 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 w II 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														Attachment: 2 **Exh.** B			
CATEGORY		RATE ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- **Add'l**	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc **Add'l**
								Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							Rec	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			UNC1 X	1 L5XX	0.40963										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination • per mile per month			UNC3X	1 L5ND	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-1Local Loop 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	1 L5XX	2.69										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										

LOCAL INTERCONNECTION - Tennessee

Attachment 3 Exit A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge • Manual Svc Order vs. Electroni let	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge • Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OS, Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the Patties have agreed to bill and keep tor that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.3	20.35	13.32	13.32
	CCS7 Signaling Connection, Per link (B fink) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.3	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	17.84	130.84	130.84					20.3	20.35	13.32	13.32
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.84	130.84	130.84					20.3-	20.35	13.32	13.32
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.84	130.84	130.84					20.3	20.35	13.32	13.32
	CCS7 Signaling Connection, Switched access service, Interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.3	2035	13.32	13.32
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.3-	20.35	13.32	13.32
	CCS7 Signaling Usage, Per TCAP Message					0.0000916bk										
	CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										

LOCAL INTERCONNECTION - **Tennessee**														Attachment: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Disconnect First	Add'l	SOMEC	SOMAN	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate Indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	INTERCARRIER COMPENSATION																
	ISP-bound Traffic					0.0007											
	END OFFICE SWITCHING																
	End office switching Function, Per MOU					0.0008041											
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0009778											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009778											
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or Interconnection charges.																
	TRUNK CHARGE																
	Installation Trunk Side Service - per DSO			OHD	TPP6X		21.59	8.09									
	Installation Trunk Side Service - per DSO			OHD	TPP9X		21.59	8.09									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DSO**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000064											
	Common Transport - Facilities Termination Per MOU					0.0003871											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mileper month			OHM	1L5NF	0.0174											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	83.35	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	83.35	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	83.35	17.37	27.96	3.51							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	131.95	76.27	19.55	14.99							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34											
	Interoffice Channel • Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91							
LOCAL	CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	17.18	254.14	24.16	54.81	4.80							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	18.18	257.05	24.83	55.52	5.51							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.24	310.53	233.26	33.18	22.30							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15							
LOCAL	INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
	MULTIPLEXERS																
	Channelization – DS1 to DSO Channel System			OH1, OH1MS	SATN1	80.77	186.34	77.11	14.51	13.46							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	314.48	108.47	44.47	42.62							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66									
	Notes: If no rate is Identified In the contract, the rates, terms, and conditions for the specific service or function will be as set forth In applicable BellSouth tariff.																